



Public Service Committee Meeting Commission Chamber - 10/13/2014

ATTENDANCE:

Present: Hons. Smith, Chairman; Williams, Vice Chairman; Johnson and Guilfoyle, members.

Absent: Hon. Deke Copenhaver, Mayor.

PUBLIC SERVICES

1. Motion to approve the 2015 Cooperative Agreement with CSRA Regional Commission for Senior Nutrition Services for Augusta- Richmond County. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Marion Williams	Commissioner Corey Johnson	Passes

2. Alcohol License Location Transfer: A. T. 14-1: A request by Raiford C. Dunbar, Jr. to transfer the location of the Alcohol License formerly Bar 544 & Grill located at 544 Broad Street to 830 Broad Street. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Marion Williams	Commissioner Wayne Guilfoyle	Passes

3. New Ownership Application: A. N. 14-37: A request by Karen Draper for an on premise consumption Liquor, Beer, & Wine license to be used in connection with Fuse Restaurant located at 1855 Central Avenue. There will be Sunday **Item Action:** Approved

Sales. Commission District 1. Super District 9.

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Marion Williams	Commissioner Wayne Guilfoyle	Passes

4. New Ownership Application: A. N. 14-38: A request by John Fogel for an on premise consumption Liquor, Beer, & Wine license to be used in connection with Cypress Golf Management, located at 2023 Highland Ave. There will be Sunday Sales. Commission District 2. Super District 9. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Wayne Guilfoyle	Commissioner Corey Johnson	Passes

5. New Ownership Application: A. N. 14-39: A request by Wanda Weldon for an on premise consumption Liquor, Beer, & Wine license to be used in connection with Unique Bistro, located at 2834 Washington Rd. There will be Sunday Sales. Commission District 7. Super District 10. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Marion Williams	Commissioner Wayne Guilfoyle	Passes

6. New Ownership Application: A. N. 14-40: A request by Mary Pennington for an on premise consumption Liquor, Beer & Wine License to be used in connection with Slicerz Restaurant, located at 1501 North Leg Rd. There will be Sunday Sales. Commission District 5. Super District 9. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Marion Williams	Commissioner Corey Johnson	Passes

7. Motion to approve Amendent #1 to Cooperative Agreement FY 2015 for nutrition program for senior services with the CSRA Regional Commission. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Marion Williams	Commissioner Corey Johnson	Passes

8. Approve the contract between the Augusta Regional Airport and SDI-I-SYS as approved by the Augusta Aviation Commission at their September 25, 2014 Meeting. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Marion Williams	Commissioner Corey Johnson	Passes

9. Accept the Georgia Department of Transportation (GDOT) Grant in the amount of \$47,751.00 for various projects as accepted by the Augusta Aviation Commission at their September 25, 2014 Meeting. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-	Marion Williams	Commissioner Corey Johnson	Passes

0.

- 10.** Motion to approve the minutes of the Public Services Committee held on September 29, 2014.

**Item
Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Marion Williams	Commissioner Corey Johnson	Passes

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**Public Service Committee Meeting
10/13/2014 1:00 PM
Attendance 10/13/14**

Department:

Caption:

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are Available
in the Following
Accounts:**

REVIEWED AND APPROVED BY:

SECTION I
CSRA REGIONAL COMMISSION - AREA AGENCY ON AGING COOPERATIVE SUB-GRANT AGREEMENT
TITLE III AND NSI NUTRITION MEALS
Fiscal Year 2015

RC AAA Qualified Nutrition Program Food Vendor: GA Food Service, Incorporated
Fiscal Year 2015 Unit Cost for All Meal Types: \$ 4.45

The following table outlines the meals that have been approved for your jurisdiction for the FY 2015.

Meal Types:

Title III C-1 Congregate Meals (requires a 10 percent match)
Title III C-2 Home-Delivered Meals (requires a 10 percent match)
NSI-Cong Congregate Meals (no match required)
NSI-HD Home-Delivered Meals (no match required)
NSI - State - Cc Congregate Meals (no match required)
NSI - State - M Home-Delivered Meals (no match required)

Annual Number of Meals Alloted By Category							
Jurisdiction	Title III C1	Title III C2	NSI-Cong	NSI-HD	NSI-State-Cong	NSI-State-MOI	Total
Richmond	11,285	8,703	6,846	6,946	-	13,494	47,274

Dollar Value of Meals By Category							
Funding	Title III C1	Title III C2	NSI-Cong	NSI-HD	NSI-State-Cong	NSI-State-MOW	Total
RC Funds:	\$ 45,196.43	\$ 34,855.52	\$ 30,464.70	\$ 30,909.70	\$ -	\$ 60,048.30	\$ 201,474.64
Local Match:	\$ 5,021.83	\$ 3,872.84	\$ -	\$ -	\$ -	\$ -	\$ 8,894.66
Total Cost:	\$ 50,218.25	\$ 38,728.35	\$ 30,464.70	\$ 30,909.70	\$ -	\$ 60,048.30	\$ 210,369.30

Note that this agreement includes the preliminary planning allocation for meals from the CSRA RC and that final allocation numbers are subject to change based on final state allocations. All Site meals are purchased voluntarily by the local jurisdiction. Paragraph 1 of the attached Cooperative Agreement duly notes the right to alter final numbers based on funding availability.

*Note: Title III C1 and C2 meals will be reimbursed by the RC at ninety (90) percent of their value (i.e. \$4.45 x 0.9 equals \$4.005). Site C1 and Site C2 meals are voluntarily provided by the community and are not reimbursed by the RC and therefore not shown in this agreement.

Periodic adjustments may be made during the course of the year to allocate unused meals in the region to other areas of need or based on reductions in state funds.



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07/01/14



**Public Service Committee Meeting
10/13/2014 1:00 PM
2015 Cooperative Agreement for Senior Nutrition Program**

Department:	Recreation, Parks and Facilities Department
Caption:	Motion to approve the 2015 Cooperative Agreement with CSRA Regional Commission for Senior Nutrition Services for Augusta-Richmond County.
Background:	The Augusta Recreation, Parks and Facilities Department operates seven senior nutrition sites throughout the county through a partnership with the CSRA Regional Commission which provides state and federal grant funds to provide over 47,000 meals to senior citizens including the home delivery program.
Analysis:	The agreement provides the mechanism for Augusta, Georgia to receive \$210,369.30 in 2015.
Financial Impact:	Augusta's match for the 2015 agreement is \$8,894.66.
Alternatives:	1. To approve the 2015 Cooperative Agreement with CSRA Regional Commission for Senior Nutrition Services for Augusta-Richmond County. 2. To deny, which would result in forfeiting grant funds and possibly terminating the program.
Recommendation:	1. To approve the 2015 Cooperative Agreement with CSRA Regional Commission for Senior Nutrition Services for Augusta-Richmond County.
Funds are Available in the Following Accounts:	220054322

REVIEWED AND APPROVED BY:

**Finance.
Law.**

Administrator.
Clerk of Commission

COPY

Augusta-Richmond County
1815 Marvin Griffin Road
Augusta, GA 30906

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business Flame Bar & Grill
2. Business Address 830 Broad Street
3. City Augusta State GA Zip 30901
4. Business Phone (____) _____ Home Phone (____) _____
5. Applicant Name and Address: Raiford C. Dunbar, Jr.
2002 Waltons Farm
Hephzibah, GA 30815
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant: _____
8. Business Location: Map & Parcel _____ Zoning _____
9. Location Manager(s) Raiford C. Dunbar, III
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
☒ Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: _____
12. Mailing Address:
Name of Business _____
Attention _____
Address _____
City/State/Zip _____
13. Ownership Type: () Corporation () Partnership ☒ Individual
14. Corporate Name: _____
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
<u>Raiford C. Dunbar, Jr.</u>	<u>Owner</u>		<u>2002 Waltons Farm</u>	<u>100%</u>

15. What type of business will you operate in this location?
☒ Restaurant ☒ Lounge () Convenience Store
() Package Store () Other: _____

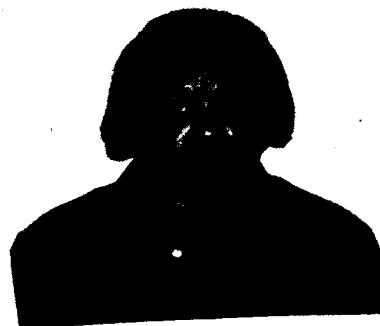
License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer					
Consumption on Premises	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Wholesale					

Total License Fee: \$ _____

Prorated License Fee: (After July 1 ONLY) \$ _____

16. Have you ever applied for an Alcohol Beverage License before: Yes
If so, give year of application and its disposition: 2011, License approved and issued.
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? ☒ Yes () No If so, please initial. _____

18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.



19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (X) No
If yes, give full details: _____

20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. () Yes (X) No
If yes, give reason charged or held, date and place where charged and its disposition. _____

21. List owner or owners of building and property.

Victor M. Rodriguez

22. List the name and other required information for each person, firm or corporation having any interest in the business.

None

23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.

A.) Church _____

C.) School _____

B.) Library _____

D.) Public Recreation _____

24. State of Georgia, Augusta-Richmond County, I, Raiford C. Dunbar, Jr.

Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the foregoing alcoholic beverage application are true.

Raiford C. Dunbar, Jr.
Applicant Signature

25. I hereby certify that Raiford C. Dunbar, Jr. is personally known to be, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.

This 11 day of July, in the year 2014.

Andrew W. White
Notary Public

FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff Office			
Fire Inspector			

The Board of Commissioners on the _____ day of _____, in the year _____ (Approved, Disapproved) the foregoing application.

Administrator

Date



**Public Service Committee Meeting
10/13/2014 1:00 PM
Alcohol Application**

Department: Planning & Development

Caption: Alcohol License Location Transfer: A. T. 14-1: A request by Raiford C. Dunbar, Jr. to transfer the location of the Alcohol License formerly Bar 544 & Grill located at 544 Broad Street to 830 Broad Street.

Background: This is an existing application. Formerly in the business name of Bar 544 & Grill.

Analysis: The Applicant meets the requirements of the City of Augusta's Alcohol Ordinance

Financial Impact:

Alternatives:

Recommendation: Planning & Development recommends approval. The RCSO recommends approval

**Funds are Available
in the Following
Accounts:**

REVIEWED AND APPROVED BY:

**Finance.
Law.
Administrator.
Clerk of Commission**

Augusta-Richmond County
1815 Marvin Griffin Road
Augusta, GA 30906

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business Fiise Restaurant
2. Business Address 1855 Central Ave
3. City Augusta State GA Zip 30904
4. Business Phone (____) _____ Home Phone (859) 608-6847
5. Applicant Name and Address: Karen Draper
408 Scotts Way
Augusta GA 30909

6. Applicant Social Security # _____ D.O.B _____
☒ If Application is a transfer, list previous Applicant: _____

- ☒ Business Location: Map & Parcel _____ Zoning _____
9. Location Manager(s) Not yet hired

10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
☒ Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: Draper LLC July 8 2014
12. Mailing Address:
Name of Business Draper LLC
Attention Karen Draper
Address 408 Scotts Way
City/State/Zip Augusta GA 30909
13. Ownership Type: ☒ Corporation () Partnership () Individual
14. Corporate Name: Draper LLC
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
<u>Karen Draper</u>	<u>owner</u>		<u>See above</u>	<u>100%</u>

15. What type of business will you operate in this location?
☒ Restaurant () Lounge () Convenience Store
() Package Store () Other: _____

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer					
Consumption on Premises	<u>X (\$3175)</u>	<u>X (\$635)</u>	<u>X (\$635)</u>		<u>X (\$1270)</u>
Wholesale					

Total License Fee: \$ 5,715
Prorated License Fee: (After July 1 ONLY) \$ _____

16. Have you ever applied for an Alcohol Beverage License before: No
If so, give year of application and its disposition: _____

17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? ☒ Yes () No If so, please initial. KAD

18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.



19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (X) No
If yes, give full details: _____

20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. () Yes (X) No
If yes, give reason charged or held, date and place where charged and its disposition. _____

21. List owner or owners of building and property.

Andrew Crumrine

22. List the name and other required information for each person, firm or corporation having any interest in the business.

No other

23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.

A.) Church _____ C.) School _____
B.) Library _____ D.) Public Recreation _____

24. State of Georgia, Augusta-Richmond County, I, Karen Draper
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.

Karen Draper
Applicant Signature

25. I hereby certify that Karen Draper is personally known to be, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This 29 day of August, in the year 2014.

Cindy C Kight
Notary Public

Cindy C Kight
Notary Public

Richmond County, Georgia
My Commission Expires April 11, 2017

FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff Office			
Fire Inspector			

The Board of Commissioners on the _____ day of _____, in the year _____
(Approved, Disapproved) the forgoing application.

Administrator

Date



**Public Service Committee Meeting
10/13/2014 1:00 PM
Alcohol Application**

Department: Planning & Development

Caption: New Ownership Application: A. N. 14-37: A request by Karen Draper for an on premise consumption Liquor, Beer, & Wine license to be used in connection with Fuse Restaurant located at 1855 Central Avenue. There will be Sunday Sales. Commission District 1. Super District 9.

Background: This is a New Ownership Application. Formerly in the name of Andrew Crumrine.

Analysis: The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.

Financial Impact: The applicant will pay a pro-rated fee of \$3,492.50

Alternatives:

Recommendation: Planning & Development recommends Approval. The R.C.S.O. recommends Approval

**Funds are Available
in the Following
Accounts:**

REVIEWED AND APPROVED BY:

**Finance.
Law.
Administrator.
Clerk of Commission**

Comm Dist 2
Super Dist 9

Augusta-Richmond County
1815 Marvin Griffin Road
Augusta, GA 30906

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number 2014-1215

1. Name of Business CYPRESS GOLF MANAGEMENT
2. Business Address 10524 MOSS PARK RD STE 204-233 Highland Ave
3. City ORLANDO State FL Zip 32832
4. Business Phone (855) 557-7500 Home Phone (____) _____
5. Applicant Name and Address: JOHN FOGEL
10015 IANS RIDGE RD
ORLANDO, FL 32832 *Augusta Golf Course*
6. Applicant Social Security # _____ D.O.B. 1 1
7. If Application is a transfer, list previous Applicant: _____
8. Business Location: Map & Parcel _____ Zoning _____
9. Location Manager(s) _____
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
(☒) Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: _____
12. Mailing Address:
Name of Business CYPRESS GOLF MANAGEMENT
Attention JOHN FOGEL
Address 10524 MOSS PARK RD STE 204-233
City/State/Zip ORLANDO, FL 32832
13. Ownership Type: () Corporation (☒) Partnership () Individual
14. Corporate Name: CYPRESS GOLF MANAGEMENT
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
WILLIAM STINE	CEO		572 EDEN DR. ST. CLOUD, FL 34769	
JOHN FOGEL	COO		10015 IANS RIDGE RD ORLANDO, FL 32832	
JAMES SARTAIN	PART		1116 AREVALO DE AVILA, TAMPA, FL	
SCOTT ZAKANY	PART		617 ISLEBAY DR, APOLLO BEACH, FL	

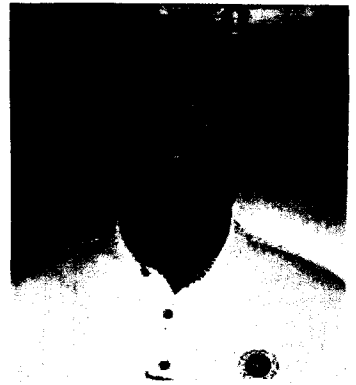
15. What type of business will you operate in this location?
(☒) Restaurant (☒) Lounge () Convenience Store
() Package Store () Other: _____

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer					
Consumption on Premises	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Wholesale					

Total License Fee: \$ _____
Prorated License Fee: (After July 1 ONLY) \$ _____

16. Have you ever applied for an Alcohol Beverage License before: _____
If so, give year of application and its disposition: _____
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (☒) Yes () No If so, please initial. JS

18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.



19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (✓) No
If yes, give full details: _____

20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. () Yes (✓) No
If yes, give reason charged or held, date and place where charged and its disposition. _____

21. List owner or owners of building and property. _____

22. List the name and other required information for each person, firm or corporation having any interest in the business. _____

23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.

A.) Church _____

C.) School _____

B.) Library _____

D.) Public Recreation _____

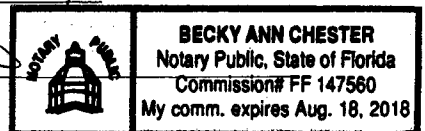
24. State of Georgia, Augusta-Richmond County, I, _____
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.

Applicant Signature

25. I hereby certify that John Fogel is personally known to be, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.

This 2nd day of Sept, in the year 2014.

Notary Public



FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff Office			
Fire Inspector			

The Board of Commissioners on the _____ day of _____, in the year _____
(Approved, Disapproved) the forgoing application.

Administrator

Date



**Public Service Committee Meeting
10/13/2014 1:00 PM
Alcohol Application**

Department: Planning & Development

Caption: New Ownership Application: A. N. 14-38: A request by John Fogel for an on premise consumption Liquor, Beer, & Wine license to be used in connection with Cypress Golf Management, located at 2023 Highland Ave. There will be Sunday Sales. Commission District 2. Super District 9.

Background: This is a New Application. This is a city owned property.

Analysis: The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.

Financial Impact: The Applicant will pay a pro-rated fee of \$3,427.50.

Alternatives:

Recommendation: Planning & Development recommends Approval. The R.C.S.O. recommends Approval.

**Funds are Available
in the Following
Accounts:**

REVIEWED AND APPROVED BY:

**Finance.
Law.
Administrator.
Clerk of Commission**

Augusta-Richmond County
1815 Marvin Griffin Road
Augusta, GA 30906

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number 2014-1188

1. Name of Business Unique Bistro
2. Business Address 2834 Washington Rd
3. City Augusta ~~GA~~ State GA Zip 30909
4. Business Phone (706) 339-2881 Home Phone (706) 750-6849
5. Applicant Name and Address: Wanda Weldon
3534 Richmond Hill Rd
Augusta GA 30906
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant: _____
8. Business Location: Map & Parcel _____ Zoning _____
9. Location Manager(s) _____
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
☒ Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: _____
12. Mailing Address:
Name of Business Unique Bistro
Attention Wanda Weldon
Address 3534 Richmond Hill Rd
City/State/Zip Augusta GA 30906
13. Ownership Type: () Corporation () Partnership ☒ Individual
14. Corporate Name: _____
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
<u>Kristofer Small</u>	<u>Co-owners</u>		<u>943 Carpenter st</u> <u>apt E</u> <u>Ft Benning GA</u> <u>31905</u>	<u>25%</u>

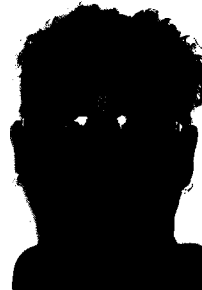
15. What type of business will you operate in this location?
☒ Restaurant () Lounge () Convenience Store
() Package Store ☒ Other: BAR

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer					
Consumption on Premises	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Wholesale					

Total License Fee: \$ _____
Prorated License Fee: (After July 1 ONLY) \$ _____

16. Have you ever applied for an Alcohol Beverage License before: NO
If so, give year of application and its disposition: _____
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? ☒ Yes () No If so, please initial. ()

18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.



19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (☒) No
If yes, give full details: _____

20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. () Yes (☒) No
If yes, give reason charged or held, date and place where charged and its disposition. _____

21. List owner or owners of building and property.

Joe Healy / Forum management Group

22. List the name and other required information for each person, firm or corporation having any interest in the business. _____

23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.

A.) Church _____

C.) School _____

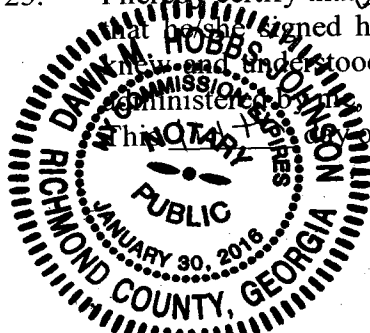
B.) Library _____

D.) Public Recreation _____

24. State of Georgia, Augusta-Richmond County, I, _____
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.

Wanda Weldon
Applicant Signature

25. I hereby certify that Wanda Weldon is personally known to be, _____
that he/she signed his/her name to the foregoing application stating to me that he/she
understood all statements and answers made herein, and, under oath actually
has sworn that said statements and answers are true.
This I certify on the August day of 2014



Wanda Weldon
Notary Public

FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff Office			
Fire Inspector			

The Board of Commissioners on the _____ day of _____, in the year _____
(Approved, Disapproved) the forgoing application.

Administrator

Date



**Public Service Committee Meeting
10/13/2014 1:00 PM
Alcohol Application**

Department: Planning & Development

Caption: New Ownership Application: A. N. 14-39: A request by Wanda Weldon for an on premise consumption Liquor, Beer, & Wine license to be used in connection with Unique Bistro, located at 2834 Washington Rd. There will be Sunday Sales. Commission District 7. Super District 10.

Background: This is a New Application. Formerly in the business name of Kurama.

Analysis: The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.

Financial Impact: The Applicant will pay a pro-rated fee of \$3,492.50.

Alternatives:

Recommendation: Planning & Development recommends Approval. The R.C.S.O. recommends Approval.

**Funds are Available
in the Following
Accounts:**

REVIEWED AND APPROVED BY:

**Finance.
Law.
Administrator.
Clerk of Commission**

Completed
Dyren Dist 9

Augusta-Richmond County
1815 Marvin Griffin Road
Augusta, GA 30906

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number 2014-1217

1. Name of Business SLICERZ
2. Business Address 1501 NORTH LEG ROAD
3. City AUGUSTA State GA Zip 30909
4. Business Phone (706) 922-4653 Home Phone (302) 381-9583
5. Applicant Name and Address: MARY PENNINGTON
3843 IVY COURT
MARTINEZ, GA 30907
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant: _____
8. Business Location: Map & Parcel 043-3-001-01-0 Zoning _____
9. Location Manager(s) MARY PENNINGTON
JOSEPH WESCOM
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
(x) Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: _____
12. Mailing Address:
Name of Business SLICERZ
Attention _____
Address 1501 NORTH LEG ROAD
City/State/Zip AUGUSTA, GA 30909
13. Ownership Type: () Corporation () Partnership (x) Individual
14. Corporate Name: _____
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
JOSEPH WESCOM	OWNER / GEN MGR		4720 DEANS BRIDGE RD, 30805	100 PERCENT

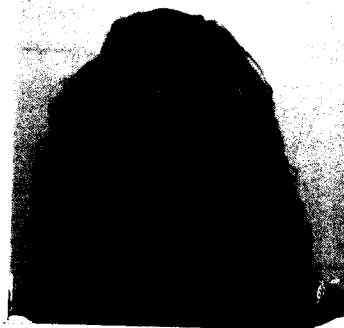
15. What type of business will you operate in this location?
(x) Restaurant () Lounge () Convenience Store
() Package Store () Other: _____

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer					
Consumption on Premises	x	x	x		x
Wholesale					

Total License Fee: \$ _____
Prorated License Fee: (After July 1 ONLY) \$ _____

16. Have you ever applied for an Alcohol Beverage License before: NO
If so, give year of application and its disposition: _____
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (x) Yes () No If so, please initial. MEP

18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.



19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (x) No
If yes, give full details: _____

20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. (x) Yes () No
If yes, give reason charged or held, date and place where charged and its disposition.
UNDERAGED POSSESSION / CONSUMPTION OF ALCOHOL, 1993, SUSSEX COUNTY DELAWARE, GUILTY
ASSAULT 3RD DEGREE, 1997, SUSSEX COUNTY DELAWARE, REDUCED TO MISDEMEANOR OFFENSIVE TOUCHING
UNDERAGED POSSESSION / CONSUMPTION OF ALCOHOL, 1997, SUSSEX COUNTY DELAWARE, GUILTY

21. List owner or owners of building and property.
I-20 INVESTORS, LLC

22. List the name and other required information for each person, firm or corporation having any interest in the business.

23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.

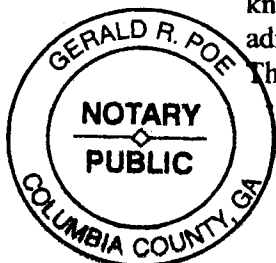
A.) Church >1056 FT C.) School >1056 FT
B.) Library >1056 FT D.) Public Recreation _____

24. State of Georgia, Augusta-Richmond County, I, MARY PENNINGTON
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.

Mary Pennington
Applicant Signature

25. I hereby certify that Mary Pennington is personally known to be, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.

This 3 day of Sept, in the year 2017



Notary Public OE
Exp 2-15-16

FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff Office			
Fire Inspector			

The Board of Commissioners on the _____ day of _____, in the year _____
(Approved, Disapproved) the forgoing application.

Administrator

Date



**Public Service Committee Meeting
10/13/2014 1:00 PM
Alcohol Application**

Department: Planning & Development

Caption: New Ownership Application: A. N. 14-40: A request by Mary Pennington for an on premise consumption Liquor, Beer & Wine License to be used in connection with Slicerz Restaurant, located at 1501 North Leg Rd. There will be Sunday Sales. Commission District 5. Super District 9.

Background: This is a new location, and new ownership application.

Analysis: The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.

Financial Impact: The applicant will pay a pro-rated fee of \$3,427.50.

Alternatives:

Recommendation: Planning & Development recommends Approval. The R.C.S.O. recommends Approval.

**Funds are Available
in the Following
Accounts:**

REVIEWED AND APPROVED BY:

**Finance.
Law.
Administrator.
Clerk of Commission**

CSRA REGIONAL COMMISSION
3023 Riverwatch Parkway- Suite A
Augusta, Georgia 30907

FROM: Andy Crosson, Executive Director, CSRA RC

DATE: September 1, 2014

TO: Augusta, GA, a political sub-division of the State of Georgia

REF: Amendment #1 to Cooperative Agreement FY 2015

Contract Amendments: Changes in this contract, including any increase or decrease in the amount of the Subgrantee's compensation, shall be incorporated in written amendments to this contract. Amendments to this contract may be executed on behalf of CSRA RC only by the CSRA RC's Executive Director.

This amendment transmits the following contract amendment on the contract referenced above:

FUND SOURCE	CURRENT BUDGET	AMOUNT OF CHANGE (+/-)	REVISED BUDGET
Title III C1	\$ 45,196	60,288	\$ 105,484 •
Local Match	5,022	6,699	11,721 •
Title III C2	34,856	(34,856)	-0-
Local Match	3,873	(3,873)	-0-
<u>AoA NSI</u>			
Congregate	30,465	-0-	30,465 •
Home-Delvd	30,910	-0-	30,910 •
<u>NSI – State</u>			
Home-Delvd	60,048	44,549	104,597 •
<u>NSI – SSBG</u>			
Home-Delvd	-0-	43,703	43,703 •
Total	\$ 210,370	\$ 116,510	\$ 326,880 •

CSRA Regional Commission
3023 Riverwatch Parkway
Augusta, Georgia 30907

Augusta, Georgia, a political sub-division of
the State of Georgia
530 Greene St.
Augusta, Georgia 30901

By: _____
Title: Executive Director
Date: _____

By: _____
Title: _____ Date: _____



**Public Service Committee Meeting
10/13/2014 1:00 PM
Amendment #1 to Cooperative Agreement FY2015**

Department:	Augusta Recreation Parks and Facilities
Caption:	Motion to approve Amendent #1 to Cooperative Agreement FY 2015 for nutrition program for senior services with the CSRA Regional Commission.
Background:	The Augusta Recreation, Parks and Facilities Department operates the senior nutrition meal program through a grant provided through a Cooperative Agreement with the CSRA Regional Commission.
Analysis:	The amendment reflects an increase in allotted funds from Title III C1, C2 and NSI-State Home Delivered and NSI-SSBG Home Delivered.
Financial Impact:	Increase in grant funding in the amount of \$116,510 and local match funding of \$3,873.
Alternatives:	1. Motion to approve Amendment #1 to Cooperative Agreement FY 2015 for nutition program for Senior Services with the CSRA Regional Commision. 2. To Deny which would result in forfeiting grant funds and possibly terminating program.
Recommendation:	1. To approve Amendment #1 to Cooperative Agreement FY 2015 for nutition program for Senior Services with the CSRA Regional Commision.
Funds are Available in the Following Accounts:	220054322

REVIEWED AND APPROVED BY:

Finance.

Law.
Administrator.
Clerk of Commission

**CONTRACT
AUGUSTA-RICHMOND COUNTY
FOR THE
AUGUSTA REGIONAL AIRPORT**

And

SDI-isys, LLC

**FIBER OPTIC AND SECURITY CAMERA UPGRADE
PROJECT**

This Contract for the provision of Fiber Optic and Security Camera Upgrade Project (hereinafter designated as the "Contract") made and entered into as of this ____ day of _____ 2014, by and between the City of Augusta (City) for the AUGUSTA REGIONAL AIRPORT, (hereinafter designated as "Airport") and _____ (hereinafter designated as "Contractor").

WITNESSETH:

WHEREAS, the City is the owner and operator of a full service commercial airport known as the Augusta Regional Airport at Bush Field (the Airport);

WHEREAS, the City solicited bids for the provision of Fiber Optic and Security Camera Upgrade at the Airport; and

Whereas, Contractor provided a bid in compliance with City, Federal Aviation Administration (FAA) and all other applicable federal regulations.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the City and Contractor hereby agree as follows:

OBJECTIVES OF SERVICES

The objective of contracting the services described in this Contract is the provision of Fiber Optic and Security Camera Upgrades in accordance with the plans and specifications set forth herein.

The Airport is a full-service commercial airport, served by Delta (ASA) Airlines, American and U.S. Airways routinely provide 100% of the commercial arrival and departure traffic. The commercial traffic is comprised of sixteen (16) daily arrivals and sixteen (16) daily departures, seven (7) days per week. The facilities are operated twenty four (24) hours/day, seven (7) days/week and three hundred sixty-five days per year.

The work involves the upgrading of existing surveillance cameras and adding new cameras with fiber optics at the Airport.

SECTION 1.0
ARTICLE I SCOPE OF WORK

1.1 The term "Work" means the construction, labor, materials, equipment, tools, machinery, testing, temporary services and utilities, supervision, administration, coordination, planning, insurance, bonds, transportation, security, and all other services and things necessary to provide the Owner with the facilities, improvements, features, and functions described in the Specifications identified in Attachment 1, and the Drawings identified in Attachment 2. The Specifications and the Plans are hereby incorporated into and made a part of this Contract. The Contractor agrees to complete the Work in a good, firm, substantial and workmanlike manner in strict conformity with this Contract.

1.2 Additionally, the following specific items shall be considered a part of the Contract Documents by reference when appropriately executed.

- 1.2.1 100% Labor and Materials Payment Bond.
- 1.2.2 100% Performance Bond.
- 1.2.3 The Certificate of Insurance
- 1.2.4 The Contractor's completed Bid Form dated February 19, 2014.
- 1.2.5 All required submittals.

1.3 The Contractor agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work entitled Fiber Optic and Security Camera Upgrade Project in compliance with the Specifications and Drawings dated May 14, 2014, prepared by Mead & Hunt, Inc., 307 W. Main Street, Lexington, South Carolina, 29072, and in accordance with the requirements and provisions of these Contract Documents.

1.4 Unless otherwise modified, the Contractor shall furnish all of the Work in accordance with the Contract and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the Airport. The Contractor shall be responsible for the entire Work and every part thereof.

ARTICLE II. TIME, TERM AND PAYMENT

2.1 Contract Time. The Contractor shall commence the Work under this Contract within ten (10) calendar days from the date of receiving the Notice to Proceed, as evidenced by official receipt of certified mail or acknowledgment of personal delivery, and shall fully complete the Work within **180 calendar days** from receiving such Notice to Proceed. The Contract Time may be extended only by Change Order approved and executed by the Aviation Commission, the County and the Contractor in accordance with the terms of this Contract.

2.2 Contract Price. As full payment for the faithful performance of this Contract, the County shall pay the Contractor the Contract Price, which is an amount not to exceed of **\$674,480.00** unless changed by written Change Order in accordance with the terms of this Contract. Any increase of the Contract Price shall be by Change Order adopted and approved by the Aviation Commission, the County and the Contractor in accordance with the terms of this Contract.

2.3 Subject to satisfactory completion of work performed, payments on account thereof shall be made as set forth in Section GP-90 Measurement and Payment:

2.4 Contractor and County agree to abide by all applicable provisions of Georgia state law concerning retainage, including but not limited to O.C.G.A. §13-10-80. If the terms of this Contract concerning retainage conflict with state law, state law governs.

2.5 Invoices. Original invoice(s) must be submitted as follows:

Gary Siegfried
Mead & Hunt, Inc.
307 W. Main Street
Lexington, SC 29072

With a Copy to:

Risa Bingham
Augusta Regional Airport
1501 Aviation Way
Augusta, GA 30906
Ph: (706) 798-3236
FAX: (706) 798-1551

ARTICLE III FEDERAL WORK AUTHORIZATION

Pursuant to O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, the County cannot enter a contract for the physical performance of services unless the Contractor and its Subcontractors register and participate in the Federal Work Authorization Program to verify specific information on all new employees.

- 3.1 Contractor certifies that it has complied and will continue to comply with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.
- 3.2 Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. The signed affidavit is attached to this Contract as Attachment 4.
- 3.3 Contractor agrees that in the event that it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that indicates the employee-number category applicable to that Subcontractor and certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment 6.

ARTICLE IV CORPORATE AUTHORITY

Contractor executed the Certificate of Corporate Authority attached hereto as Attachment 5. The officials of the Contractor executing this Contract are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Contractor. Contractor has all requisite power and authority to enter into and perform its obligations under this Contract. The execution and delivery by the Contractor of this Contract and the compliance by the Contractor with all of the provisions of this Contract (i) is within the purposes, powers, and authority of the Contractor; (ii) has been done in full compliance with applicable law and has been approved by the governing body of the Contractor and is legal and will not conflict with or constitute on the part of the Contractor a violation of or a breach of or a default under any indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Contractor is a party or by which the Contractor is otherwise subject or bound, or any license, judgment, decree, law, statute, order, writ, injunction, demand, rule, or regulation of any court or governmental agency or body having jurisdiction over the Contractor; and (iii) has been duly authorized by all necessary action on the part of the Contractor. This Contract is the valid, legal, binding and enforceable obligation of the Contractor.

ARTICLE VI INDEPENDENT CONTRACTOR

Contractor is acting, in performance of this Contract, as an independent contractor. Personnel supplied by the Contractor or its agents or subcontractors hereunder are not the City's or the Airport's employees or agents and Contractor assumes full responsibility for their acts. Contractor shall be solely responsible for the payment of compensation to its employees and subcontractors. The City shall not be responsible for payment of Worker's Compensation, disability benefits, and unemployment insurance or for withholding and paying employment taxes for any Contractor employee, or Contractor's subcontractors or agent's employees, but such responsibility shall be solely that of Contractor. This clause of the contract does not prevent the Airport from requiring Contractor to have its employees follow normal rules and guidelines for work performance, redirecting the efforts of the employees to meet the needs of the facilities, performing safety or from requiring Contractor to perform the requirements of this Contract satisfactorily, according to the terms set forth herein. No act or direction of the City or Airport shall be deemed to be the exercise of supervision or control of the Contractor's performance hereunder.

ARTICLE VII CONTRACTOR'S PERFORMANCE

7.1 Contractor shall, at its own expense, furnish all necessary equipment, management, supervision, labor, technical support and other accessories and services for maintenance, and the performance of other services as described in these Contract Documents. Such services shall be performed in strict accordance with the terms herein, Specifications and Plans.

7.2 All performance shall be subject to inspection and approval by the Aviation Director or his designee as provided in said Performance Work Statement. If the Contractor's performance is, or becomes unsatisfactory, as determined by the Aviation Director, an appropriate reduction in payment due may be made from Contractor's invoice and Contractor shall correct any unsatisfactory performance. The correction of unsatisfactory performance shall be at no additional cost to Airport.

ARTICLE VIII AUTHORIZED REPRESENTATIVES

8.1 CITY/AIRPORT'S REPRESENTATIVE

AIRPORT'S REPRESENTATIVE: shall be Clarence Fennell, Engineering Division or his designee.

8.2 CONTRACTOR'S REPRESENTATIVE(S)

Contractor must designate in writing a person(s) acceptable to Airport to serve as its representative ("Contractor's Representative") in all dealings with Airport. Contractor's Representative may be changed upon prior written notice delivered to Airport's Representative. Contractor's representative shall be _____.

ARTICLE XIV PATENT INDEMNITY

Except as otherwise provided, the Contractor shall indemnify the City and its Board of Commissioners, the Aviation Commission, and their officers, agents and employees against liability, including costs and expenses for infringement upon any letters or patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the City of the equipment furnished or construction work performed hereunder.

ARTICLE X CHANGES

The City may, during the Contract period, make changes to the Scope of Work, which may result in changes to the general scope of the Contract and its provisions. Written agreements, changes, or amendments to this Contract shall not be binding upon the City unless signed by the Aviation Commission and City Commission.

ARTICLE XI CONTRACTOR'S OBLIGATIONS

The Contractor shall, in good workmanlike manner, do and perform, all work and furnish all supplies and materials, machinery, equipment, facilities, and means, except as herein otherwise expressly specified, necessary, or proper to perform and complete all the Work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said Specifications and in accordance with the Plans and Drawings of the Work covered by this Contract and any and all supplemental drawings of the Work covered by this Contract. Contractor shall furnish, erect, maintain, and remove such equipment, construction, and such temporary works as may be required. Contractor alone shall be responsible for the safety, efficiency, and adequacy of its equipment, installations, and methods, and for any damage which may result from their failure or their improper construction,

installation, maintenance, or operation. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of the Contract and Specifications, local ordinances, and state and federal laws; and shall do, carry on, and complete the entire Work.

ARTICLE XII TEMPORARY SUSPENSION OR DELAY OF PERFORMANCE OF CONTRACT

To the extent that it does not alter the scope of this Contract, the County may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by Contractor under this Contract.

ARTICLE XIII COMMERCIAL ACTIVITIES

Neither Contractor nor its employees may establish any commercial activity or issue concessions or permits of any kind to third parties for establishing activities at the Airport.

ARTICLE XVI CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Contract; and that Contractor has not paid or agreed to pay any company, association, corporation, firm or person, other than a bona fide employee working for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this warranty and upon a finding after notice and hearing, the City may terminate the Contract and, at its discretion, may deduct from the Contract Sum, or otherwise recover the full amount of any such fee, commission, percentage, gift or consideration.

ARTICLE XV RIGHTS AND REMEDIES

The rights and remedies of City provided in this paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE XVI REPRESENTATIONS AND WARRANTIES

16 Contractor's Representations and Warranties Regarding Capacity to Contract and Perform Work/Services. In order to induce the City to enter into this Contract, Contractor hereby represents and warrants to the City as of the date above written that:

- 16.1 Contractor is duly organized and validly existing in good standing under the laws of the state of _____ in which it is organized, is qualified to do business in all jurisdictions in which it is operating, and has the power and authority to execute and deliver and to perform its obligations under this Contract and the documents to which it is signatory; and
- 16.2 The execution, delivery and performance by Contractor and its undersigned representative(s) of this Contract and other documents to which Contractor is a signatory do not require the approval or consent of any other person, entity or government agency and do not result in any breach of any agreement to which Contractor is a party or by which it is bound; and
- 16.3 The execution, delivery and performance by Contractor of this Contract and other documents to which it is a signatory have been duly authorized by all necessary action, and constitute legal, valid and binding obligations of Contractor, enforceable against Contractor in accordance with its terms;
- 16.4 No action, suit or proceeding to which Contractor is a party is pending or threatened that may restrain or question this Contract, or any other document to which it is a signatory, or the enjoyment of rights or benefits contemplated herein; and
- 16.5 Contractor has not been debarred by any city, state or federal agency.

ARTICLE XVII ASSIGNMENT

17. Without the prior written consent of City, Contractor may not assign, transfer or convey any of its interests under this Contract, nor delegate any of its obligations or duties under this Contract except as provided herein.

- 17.1 **Consent of City Required.** Any assignment of this Contract or rights under this Contract, in whole or part, without the prior written consent of City will be void, except that, upon ten (10) calendar days prior written notice to City, Contractor may assign monies due or to become due under this Contract. Any assignment of monies will be subject to proper setoffs in favor of City and to any deductions provided for in this Contract.
- 17.2 **No Relief of Responsibilities.** No assignment will be approved which would relieve Contractor of its responsibilities under this Contract.
- 17.3 **Parties Bound.** This Contract will be binding upon and inure to the benefit of City and Contractor and their respective successors and assigns.

ARTICLE XVIII NOTICES

18. Delivery. All notices given by either party to the other under this Contract must be in writing and may be delivered by: (i) regular mail, postage prepaid; (ii) certified or registered mail; (iii) facsimile; or (iv) hand-delivery, to the parties at the addresses and facsimile numbers set forth in the Clause titled "Addresses".

- 18.1 **Receipt.** Notices sent by mail will be deemed to be received upon deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile will be deemed to be received upon successful transmission to the proper facsimile number. Notices delivered by hand-delivery will be deemed to be received upon acceptance by the respective party or its agent.
- 18.2 **Change of Address or Facsimile Number.** Either party may, at any time, change its respective address or facsimile number by sending written notice to the other party of the change.
- 18.3 **Addresses.**

To CITY: For all notices to City the address will be:

Executive Director
Augusta Regional Airport
1501 Aviation Way
Augusta, Georgia 30906

With a copy to: Augusta General Counsel
Augusta Richmond County
Department of Law
501 Greene St.
Augusta, Georgia 30901

To CONTRACTOR: For all notices to CONTRACTOR the address will be:

SDI-i-sys
2460 Remount Road, Suite 106
North Charleston, SC 29406

ARTICLE XIV WAIVER

The failure of City to seek redress for any violation of or to insist upon the strict performance of, any term of this Contract will not prevent a subsequent violation of this Contract from being actionable by City. The provision in this Contract of any particular remedy will not preclude City from any other remedy.

ARTICLE XX COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

Contractor covenants and agrees that it, its agents and employees will comply with all Georgia, county, state, and federal laws, rules, regulations, Airport Rules and Regulations and City ordinances applicable to the work to be performed under this Contract, and that it shall obtain all necessary permits, pay all license fees and taxes to comply therewith. Further, Contractor agrees that it, its agents, and employees will abide by all rules, regulations, and policies of Airport during the term of this Contract, including any renewal periods. All references to City or Federal codes, provisions, regulations, and rules are incorporated by reference as if fully set forth herein.

ARTICLE XXII RIGHT TO INSPECT PREMISES.

The City may, at reasonable times, inspect the part of the plant, place of business, or work site of Contractor or any of its subcontractor or subunit thereof which is pertinent to the performance of this contract.

ARTICLE XXIII ROYALTIES AND PATENTS

The Contractor shall indemnify, hold and save the Aviation Commission, City and its elected officials, officers, agents, servants, and employees, harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, equipment or appliance manufactured or used in the performance of the Contract, including its use by the City, unless otherwise specifically stipulated in the Contract.

ARTICLE VVX INSURANCE

During the term of this Contract, Contractor shall provide, pay for, and maintain with companies reasonably satisfactory to the City and the Aviation Commission, the types of insurance as set forth in the Augusta-Richmond County Code, and Georgia law as the same may be amended from time to time, and as described herein. All insurance shall be issued by insurance companies eligible to do business in the State of Georgia and with an Insurer rated "A" or better by AM Best. All policies shall include hold harmless provisions. In the event of a conflict between the provisions of the Augusta-Richmond County Code and this Contract, the more stringent requirement shall govern. In no event shall Contractor maintain any insurance less than the requirements set forth in the Augusta-Richmond County Code, as amended.

- 25.1 All liability policies of Contractor and its subcontractors shall provide coverage that includes, or has the same substantive effect as the following:
- 25.2 The Contractor shall procure and maintain continuously in effect throughout the term of its activities upon the Airport at Contractor's sole expense, insurance of the types and in at least such minimum amounts as set forth in this Section.
- 25.3 The Contractor's insurance policies as required by this Contract shall apply separately to the City as if separate policies had been issued to Contractor and City. The Contractor's Comprehensive

General Liability policy shall protect Augusta, GA, its officers, elected officials, employees, agents and the Aviation Commission and its employees against any and all liability created by reason of Contractor's conduct.

- 25.4 The Contractor's insurance shall not be subject to cancellation or material alteration until at least thirty (30) days written notice has been provided to the City's Risk Manager.
- (a) Contractor shall furnish to the Risk Manager Certificates of Insurance evidencing that all of the herein stated requirements have been met. The amount or amounts of all required policies shall not be deemed a limitation of the Contractor's Contract to indemnify and hold harmless Augusta, GA, its officers, elected officials, employees, agents and the Aviation Commission and its employees; and in the event Contractor or Augusta, GA shall become liable in an amount in excess of the amount or amounts of such policies, then the Contractor shall save Augusta, GA, its officers, elected officials, employees, agents and the Aviation Commission and its employees harmless from the whole thereof, except in the event of gross negligence of Augusta, GA.
- 25.5 The Contractor is required to maintain minimum insurance to protect the Contractor and Augusta, GA from the normal insurable liabilities that may be incurred by Contractor. In the event such insurance as required shall lapse, Augusta, GA and the Aviation Commission reserve the right to obtain such insurance at the Contractor's sole expense.
- 25.6 The insurance policies for coverage listed in this Section shall contain a provision that written notice of cancellation or any material change in policy by the insurer shall be delivered to the City no less than thirty (30) days prior to cancellation or change.
- 25.7 Contractor shall carry the following types and minimum amounts of insurance coverage at the Airport:
- (a) Worker's Compensation Insurance - With employer's liability coverage of at least \$1,000,000 each accident, \$1,000,000 each employee and a \$1,000,000 disease policy limit. The foregoing insurance shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the Augusta-Georgia its officers, agents, elected and appointed officials, representatives, volunteers, and employees, and the Aviation Commission its employees.
- (b) Comprehensive General Liability Insurance - In the amount of Five Million (\$5,000,000) against claims for bodily injury, death or property damage occurring on, in about the Contractor's premises and the Airport, in an amount recommended by the Risk Manager and acceptable to the City. Said coverage shall include products and completed operations. The foregoing insurance shall be endorsed to state that it will be primary to the City and the Aviation Commission's insurance and that the carrier waives its right of subrogation against Augusta-GA, the Aviation Commission, , and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. Augusta,GA, the Aviation Commission, their officers, employees, agents, elected and appointed officials shall be added as additional insureds on said policies, including products and completed operations. Said policy shall contain Severability of Interest Clause and shall include Contractual Liability coverage at least as broad as that given in the most current CG 00 01 ISO form.
- (c) Automobile Insurance. For any vehicles authorized in writing by the Executive Director to operate on the Aircraft Operating Area (AOA) of the Airport, Automobile Insurance in the minimum amount of Five Million Dollars (\$5,000,000.00) combined single limit coverage. If the Contractor's Comprehensive General Liability coverage includes vehicular operations on the Airport, separate automobile insurance shall not be required. The foregoing insurance shall be endorsed to state that it will be primary to the Augusta

GA and the Aviation Commission's insurance and that the carrier waives its right of subrogation against AugustaGA, the Aviation Commission, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. AugustaGA, the Aviation Commission, and their officers, agents, employees, elected and appointed officials shall be added as additional insureds on said policies. Said policy shall contain Severability of Interest Clause and shall include contractual liability coverage at least as broad as that given in the most current CA 00 01 ISO form.

- (d) All such evidence of insurance shall be in the form of certificates of insurance satisfactory to the City and its Risk Manager, accompanied by a certified true copy of an endorsement to each policy containing the above language. The insurance coverage and limits required shall be evidenced by properly executed certificates of insurance. These certificates shall be signed by the authorized representative of the insurance company shown on the certificate. The required policies of insurance shall be in compliance with the laws of the State of Georgia.
- 25.8 If at any time the Aviation Director requests a written statement from the insurance company as to any impairments to the aggregate limit, Contractor shall promptly authorize and have delivered such statement to the Aviation Commission. Contractor authorizes the Aviation Commission and/or the City's Risk Manager to confirm with Contractor's insurance agents, brokers, and insurance companies all information furnished.
- 25.9 The acceptance of delivery to the City and the Aviation Commission of any certificate of insurance evidencing the insurance coverage and limits required under this Contract does not constitute approval or acceptance by the City or the Aviation Commission that the insurance requirements in this Contract have been met. No operations shall commence at the Airport unless and until the required certificates of insurance are in effect and approved by the City.
- 25.10 The Contractor and the City understand and agree that the minimum limits of the insurance herein required may, from time to time, become inadequate, and Contractor agrees that it will increase such minimum limits upon receipt of written notice defining the basis of the increase. The Contractor shall furnish the City, within ten (10) days of the effective date thereof, a certificate of insurance evidencing that such insurance is in force.
- 25.11 If at any time the Airport Director requests a written statement from the insurance companies as to any impairments to the Aggregate Limit, prompt authorization and delivery of all requested information will be given to the Aviation Commission. Renewal Certificates of Insurance must be provided to the City and Aviation Commission as soon as practical but in every instance prior to expiration of current coverage.
- 25.12 The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office policies, forms, and endorsements or broader, where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be reasonably acceptable to the City and Aviation Commission.
- 25.13 An insurance binder letter or a Certificate of Insurance must be sent to:
City of Augusta
Risk Manager
530 Greene Street
Room 217
Augusta, Ga. 30901
(706) 821-2502 (Fax)

ARTICLE XXVI INDEMNIFICATION AND HOLD HARMLESS

Contractor agrees to indemnify and hold harmless the Augusta Aviation Commission, Augusta, GA and their members, officers, elected officials, agents, servants, employees and successors in office, as set forth in the Augusta-Richmond County Code, and particularly Article 1, Chapter 3, Division 1, Section 1-3-8.5, Indemnity and Insurance, as the same may be amended from time to time, and described herein, from any and all claims including reasonable attorney's fees and expenses of litigation incurred by the Augusta GA and the Augusta Aviation Commission, in connection therewith related to or arising out of any damage or injury to property or persons, occurring or allegedly occurring in, on or about Airport property which are in any way related to or arising out of any failure of Contractor to perform its obligations hereunder. Contractor further agrees that the foregoing contract to indemnify and hold harmless applies to any claims for damage or injury to any individuals employed or retained by Contractor in connection with any changes, additions, alterations, modifications and/or improvements made to the premises, and hereby releases the Augusta, GA and the Augusta Aviation Commission, from liability in connection with any such claims. In the event of a conflict between the provisions of the Augusta-Richmond County Code and this Contract, the broader requirement shall govern.

ARTICLE XXVII BONDS

- 27.1 The Contractor's payment and performance bonds are attached hereto as Attachment 3. Each bond shall:
- (a) Be in a form approved by the City;
 - (b) Incorporate by reference the terms of this Contract For Fiber Optic and Security Camera Upgrade Project
 - (c) Be executed by a company certified by the Secretary of the United States Department of Treasury pursuant to the Act of July 30, 1947 (61 Stat. 646, as amended; 6 U.S.C. 6-13) and listed in the most current U.S. Treasury Circular 570 document "Surety Companies Acceptable on Federal Bonds," as published in the Federal Register, and having a current A.M. Best rating of "A" (Superior) with a Financial Size Category of XII or better.
 - (d) Be executed by a company licensed and authorized to do business in the state of Georgia;
 - (e) Be accompanied by a power of attorney certifying that the persons executing the bond have the authority to do so.
- 27.2 The Contractor shall deliver any required bonds and powers of attorney to the City prior to commencement of the Work.
- 27.3 The bonding company that issues the bonds must be registered with The Surety Association of America (SAA).
- 27.4 The bonds shall remain in effect for a period of not less than two (2) years following the date of delivery or the time required to resolve any items of incomplete work and payment of any disputed amounts whichever time period is longer, or any statutory period applicable to City.
- 27.5 No surety will be accepted who is now in default or delinquent on any bonds or who is interested in any litigation against City.
- 27.6 Each surety shall designate an agent resident in the State of Georgia to whom any requisite notices may be delivered and on whom services of process may be had in matters arising out of such surety provider.

ARTICLE XXVIII FORCE MAJEURE

- 28.1 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party, or by a strike, lockout or other labor difficulty, the settlement of which shall be within the sole discretion of the party involved.
- 28.2 Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Contract. In

the event either party is prevented or delayed in the performance of this obligation by reason of such Force Majeure, there shall be an equitable adjustment of the schedule.

28.3 Contractor will not be liable for failure to perform or for delay in performance as a result of Force Majeure, including the following:

- (a) Any cause beyond its reasonable control;
- (b) Any act of God;
- (c) Inclement weather;
- (d) Earthquake;
- (e) Fire;
- (f) Explosion;
- (g) Flood;
- (h) Strike or other labor dispute;

28.4 Any shortage or disruption of or inability to obtain labor, material, manufacturing facilities, power, fuel or transportation from unusual sources, or any other transportation facility;

28.5 Delay or failure to act of any governmental or military authority;

28.6 Any war, hostility or invasion;

28.7 Any embargo, sabotage, civil disturbance, riot or insurrection;

28.8 Any legal proceedings; or

28.9 Failure to act by Contractor's suppliers due to any cause which Contractor is not responsible, in whole or in part.

ARTICLE XXIV PERMITS

29.1 Contractor shall obtain and maintain at all times all necessary licenses, permits and certifications to perform the work described in the Contract. Contractor shall furnish copies of all licenses, permits, and certifications to the Airport prior to commencement of Work.

29.2 WORK PERMITS REQUIRED

Contractor agrees and acknowledges that its employees and agent's employees, as well as any subcontractors or subcontractors' personnel, working on the Contract must be United States citizens, or must be lawfully admitted for residence and be permitted to work in the United States under the Immigration and Naturalization Act, 8 U.S.C. 1101, et seq.

ARTICLE XXX AIRPORT SECURITY REQUIREMENTS/ SPECIAL IDENTIFICATION DISPLAY AREA (SIDA) BADGES

30. Contractor's employees may be required to operate in Airport secure areas. Contractor shall be required to obtain the Airport's Security Identification Display Area (SIDA) badges for any employee working in the secured area. Contractor shall comply, at its own expense, with the Transportation Security Authority (TSA) and the Airport's security requirements for the Airport including, but not limited to employee training and badging. Contractor shall cooperate with the TSA and the Airport on all security matters and shall promptly comply with any project security arrangements established by the Airport. Compliance with such security requirements shall not relieve Contractor of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Contractor's obligation with respect to all applicable federal, state and local laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at and around the Premises and throughout the Airport. All employees shall be properly badged and comply with all Airport safety and security rules.

30.1 To qualify for the badge, individual must be fingerprinted and have a background investigation completed. In addition, the Airport will conduct a background inquiry and require finger printing of all individuals who will be working on the secured side of the Airport screening point. This may also include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community and credit

reports for the Contractor, as well as, its employees.

- 30.2 Contractor consents to such an inquiry and agrees to make available to the Airport such books and records the Airport deems necessary to conduct the review.
- 30.3 Contractor shall pay all costs associated with providing SIDA badges.

ARTICLE XXXI HAZARDOUS MATERIALS

Contractor shall not cause or permit any Hazardous Material to be brought, kept or used in or about the Airport by Contractor, its agents, employees, subcontractors, or invitees. Without limiting the foregoing, if the presence of any Hazardous Material in the Airport caused or permitted by Contractor results in any contamination of the Airport, Contractor shall promptly take all actions at its sole expense as are necessary to return the Airport to the conditions existing prior to the introduction of such Hazardous Material to the Airport; provided that Airport's approval of such actions, and the corrective actions to be used by Contractor in connection therewith, shall first be obtained. The term "Hazardous Material" means any hazardous or toxic substance, material, or waste, which is or becomes regulated by any local governmental authority or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" or similar term under any laws now or hereafter enacted by the United States or the State of Georgia or any political subdivision thereof, or (ii) designated a "hazardous substance" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. § 1317, or (iii) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., or (iv) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.

ARTICLE XXXII GOODS, PRODUCTS AND MATERIALS

- 32.1 The Contractor shall furnish goods, products, materials, equipment and systems which:
- 32.2 Comply with this Contract for;
- 32.3 Conform to applicable regulations, specifications, descriptions, instructions, data and samples;
- 32.4 Are new and without damage;
- 32.5 Are of quality, strength, durability, capacity or appearance equal to or higher than that required by the Contract Documents;
- 32.6 Are free from defects; and
- 32.7 Are beyond and in addition to those required by manufacturers' or suppliers' specifications where such additional items are required by the Contract Documents.
- 32.8 All goods, products, materials, equipment and systems named or described in the Contract Documents, and all others furnished as equal thereto shall, unless specifically stated otherwise, be furnished, used, installed, employed and protected in strict compliance with the specifications, recommendations and instructions of the manufacturer or supplier, unless such specifications, recommendations or instructions deviate from applicable FAA advisory circulars or the Contract Documents, in which case the Contractor shall so inform the City and shall proceed as directed by the City. The Contractor shall coordinate all subcontracts to verify compatibility of goods, products, materials, equipment and systems, and the validity of all warranties and guarantees, required by the Contract Documents.

ARTICLE XXXIII PROHIBITION AGAINST CONTINGENT FEES

The Contractor by execution of this Contract warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fees, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE XXXIV USE OF AUGUSTA, GEORGIA LANDFILL

All contracts for contractors performing demolition and/or construction projects for Augusta, Georgia shall contain a provision requiring that all debris, trash and rubble from the project be transported to and disposed of at the Augusta, Georgia Solid Waste Landfill in accordance with local and state regulations. The Contractor shall provide evidence of proper disposal through manifests, which shall include the types of material disposed of, the name and location of the disposal facility, date of disposal and all related fees.

ARTICLE XXXV WARRANTIES AND CORRECTION OF WORK

35.1 The Contractor shall guarantee all Work to have been accomplished in conformance with this Contract. Neither the final certificate of payment nor any provision of the Contract, nor partial or entire occupancy or use of the Work by the City, shall constitute an acceptance of any part of the Work not done in accordance with the Contract, or relieve the Contractor of liability for incomplete or faulty materials or workmanship. The Contractor shall promptly remedy any omission or defect in the Work and pay for any damage to other improvements or facilities resulting from such omission or defect which shall appear within a period of one year from the date of final acceptance, unless a longer period is elsewhere specified. In the event that the Contractor should fail to make repairs, adjustments, or other remedy that may be made necessary by such defects, the City may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

35.2 The Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, is considered defective. The City, in its sole discretion, may exclude from the Contractor's warranty, remedies for damage or defect which the City determines were caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All warranties and guarantees shall extend for the greatest of one year commencing on the dates of Substantial Completion of the Project or such longer period of time as is required by the Contract. The one year period shall be extended with respect to portions of the Work first performed after Substantial Completion for a period of one year after the actual performance of the Work. If any defect or deviation should exist, develop, be discovered or appear within such one year period, the Contractor, at its sole cost and expense and immediately upon demand, shall fully and completely repair, correct, and eliminate such defect. The foregoing warranties and guarantees are cumulative of and in addition to, and not restrictive of or in lieu of, any and all other warranties and guarantees provided for or required by law. No one or more of the warranties contained herein shall be deemed to alter or limit any other.

35.3 The obligation of this Section shall survive acceptance of the Work and termination of the Contract. All manufacturer warranties and guarantees shall be delivered to the City prior to Substantial Completion and such delivery shall be a condition precedent to the issuance of the Certificate of Substantial Completion. Before Final Payment the Contractor shall assign and transfer to the City all guarantees warranties and agreements from all contractors, Subcontractors, vendors, Suppliers, or manufacturers regarding their performance quality of workmanship or quality of materials supplied in connection with the Work. The Contractor represents and warrants that all such guarantees, warranties and agreements will be freely assignable to the City, and that upon Final Completion of the Work, all such guarantees, warranties and agreements shall be in place and enforceable by the City in accordance with their terms.

ARTICLE XXXVI CONFLICT IN DOCUMENTS AND PRESENT DOCUMENTS

The Contractor shall in no case claim a waiver of any specification requirements on the basis of previous approval of material or workmanship on other jobs of like nature or on the basis of what might be considered "standard" for material or workmanship in any particular location. The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution

of the Contract; the General Requirements of the Contract; the Specifications; the Drawings; as between schedules and information given on the drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large-scale Drawings and small-scale Drawings, the larger scale shall govern; and detailed drawings shall govern over general drawings; the Bid Document Package.

ARTICLE XXXVII JUDICIAL INTERPRETATION

Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared same, it being agreed that the agents of all parties have participated in the preparation hereof and all parties have had an adequate opportunity to consult with legal counsel.

ARTICLE GOVERNING LAW

This Contract will be construed under Georgia law, including the Georgia Uniform Commercial Code; all remedies available under that code are applicable to this Contract. Contractor and Augusta-Richmond County fix jurisdiction and venue for any action brought with respect to this Contract in Augusta-Richmond County, Georgia. Contractor specifically consents to venue in Richmond County and waives any right to contest the venue in the Superior Court of Richmond County, Georgia or the Southern District Court of Georgia.

ARTICLE ENTIRE AGREEMENT

This Contract constitutes the sole Contract between the County and the Contractor. No representations oral or written not incorporated herein shall be binding on the parties. No Change Order, Field Order, amendment or modification of this Contract shall be enforceable unless approved by official action as provided in this Contract. Attached hereto and incorporated herein as part of this Contract are Addendums, Insurance, Statement of Non-Discrimination, Non-Collusion Affidavit of Prime Bidder, Non-Collusion Affidavit of Sub-Contractor(s), Conflict of Interest and Contractor Affidavit and Agreement, Bidder's Form/Acknowledgement of Addenda, Georgia Security and Immigration Contractor Affidavit and Georgia Security and Immigration Subcontractor Affidavit.

ARTICLE COUNTERPARTS

This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

ARTICLE CAPTIONS

The section captions contained in this Contract are for convenience only and do not in any way limit or amplify any term or provision hereof. The use of the terms "hereof," "hereunder" and "herein" shall refer to this Contract as a whole, inclusive of the Attachments, except when noted otherwise. The use of the masculine or neuter genders herein shall include the masculine, feminine and neuter genders and the singular form shall include the plural when the context so requires.

ARTICLE FURTHER ACTS

City and Contractor each agrees to perform any additional acts and execute and deliver any additional documents as may reasonably be necessary in order to carry out the provisions and effectuate the intent of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their appropriate officials, as of the date first written above.

Douglas Lively, Chairman
Augusta Aviation Commission

ATTEST: _____

CONTRACTOR

BY: Bruce Deiri
TITLE: PRESIDENT

AUGUSTA-RICHMOND COUNTY, GA

BY: _____

TITLE: _____

ATTEST:
[Signature]
Linda Petty, Secretary

ATTEST:

County Clerk

City of Augusta General Counsel
Reviewed as to form

SECTION 2.0
GENERAL PROVISIONS, TECHNICAL SPECIFICATIONS AND APPENDICES
ATTACHMENT A

Invitation to Bid

Sealed bids will be received at this office on Friday, July 25, 2014 @ 11:00 a.m. for furnishing:

Bid Item 14-181 Fiber Optic & Security Camera Upgrade Project for Augusta Regional Airport

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams
Procurement Department
530 Greene Street - Room 605
Augusta, Georgia 30901
706-821-2422

Bid documents may be examined at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30901. **Plans and specifications for the project shall be obtained by all prime, subcontractors and suppliers exclusively from Augusta Blue Print. The fees for the plans and specifications which are non-refundable is \$60.00.**

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online (www.augustablue.com) at no charge through Augusta Blue Print (706 722-6488) beginning Thursday, June 12, 2014. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project. Bidders are cautioned that acquisition of documents through any other source is not advisable. Acquisition of documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

A Mandatory Pre Bid Conference will be held on Wednesday, July 9, 2014, @ 2:00 p.m. in the Procurement Department, 530 Greene Street, Room 200 West. Mandatory site visit to follow.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, July 11, 2014 @ 5:00 p.m. No bid will be accepted by fax, all must be received by mail or hand delivered.

No Bid may be withdrawn for a period of **60** days after time has been called on the date of opening. **A 10% Bid bond is required to be submitted along with the bidders' qualifications; a 100% performance bond and a 100% payment bond will be required for award.**

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

GERI A. SAMS, Procurement Director

Augusta Chronicle June 12, 19, 26, July 3, 2014
Metro Courier June 18, 2014

		Bid Item #14-181 Fiber Optic & Security Camera Upgrade Project for Augusta, Georgia - Augusta Regional Airport Bid Due: Friday, July 25, 2014 @ 11:00 a.m.				
VENDORS	Attachment B	E-Verify #	SAVE Form	Addendum 1	Bid Bond	Bid Amount
WHITE ELECTRICAL CONSTRUCTING 2305 LOUISVILLE ROAD SUITE 1	Yes	163494	Yes	Yes	Yes	\$1,374,627.47
SDI-I-SYS 2460 REMOUNT ROAD SUITE 106 NORTH CHARLESTON, SC	Yes	673785	Yes	Yes	Yes	\$674,480.00
NETPLANNER 3100 NORTHWOODS PLACE, SUITE B NORCROSS, GA 30071	Yes	48892	Yes	Yes	Yes	\$875,261.33
The following vendors did not respond: GC & E SYSTEMS GROUP / 5835 PEACHTREE CORNERS EAST, SUITE A / NORCROSS, GA 30092 CARTER BROTHERS / 100 HARTSFIELD CENTRE PKWY SUITE 100 / ATLANTA, GA 30354 TYCO - SIMPLEX GRINNELL / 3243 SUNSET BLVD. / WEST COLUMBIA, SC 29169 CONVERGENT TECHNOLOGIES / 1555 OAKBROOK DRIVE, # 165 / NORCROSS, GA 30093						

Mandatory Pre-Bid Conference
 Bid Item #14-181
 Fiber Optic & Security Camera Upgrade Project
 For Augusta, GA – Augusta Regional Airport
 Wednesday, July 9, 2014, @ 2:00 p.m.
 PLEASE PRINT

Original - 1

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Kelvin Strickland	Wire Technologies	1971 River Crest Way Lawrenceville, GA 30045	404-450 6412	678-226 2435	Sub
2. DUANE GENTILUCCI	TYCO INTEGRATED SEC.	3243 SUNSET BLVD W. COLA SC 29169	803 - 476 - 0298		PRIME
3. Gary Siegfried	Mead & Hunt	307 W. Main St. Lexington, SC 29072	803-996- 2900		
4. Terry Anthony	Ingleff & Stubbs Intr.	5500 S. Cobb Dr., Ste. E Atlanta, GA 30339	404-379- 4328		Sub
5. CHRIS BIRKMEYER	MEAD & HUNT	307 W. MAIN ST. LEXINGTON, SC 29072	803-996- 2900		
6. Damar White	A3 Communications	500 Peachtree Ind. Blvd Norcross, GA 30071	404. 932. 8474		PRIME
7. Sandra Robinson	Procurement		706- 821-4251	706-821 2811	
8. Connie Crister	DBE	530 Greene St 2nd floor	706-821-4228	706-821-2406	
9. Shane Hope	Wesco/CSC	5050 Oakbrook Pkwy Norcross, GA	404-516-1326		Vendor
10. KATH WATSON	CONVERGENT TECHNOLOGIES	1555 OAKBROOK PKWY NORCROSS GA 30093	404.983.2354	678 843.7372	PRIME
11. Chuck Jackson	R.L. Wiley	4015 Enterprise Court. Augusta, GA.	706-831-9660		PRIME
12. Darrell White	Procurement		706 821-2423	706 821-2811	

Mandatory Pre-Bid Conference
Bid Item #14-181
Fiber Optic & Security Camera Upgrade Project
For Augusta, GA – Augusta Regional Airport
Wednesday, July 9, 2014, @ 2:00 p.m.
PLEASE PRINT

Original-2

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. WILLIAM MARTINEZ	INDRA	300 Brickell Avenue, Suite 1270, Miami, FLORIDA 33131	407 227 5364		TBD.
2. Jim Haywood	Comwin		803-278 5493		TBD
3. Philip Mosley	McKendley's	1056 Moreland Industrial Blvd, Atlanta GA 30316	678 410 4883		TBD
4. Mark Correll	GC & E Systems Group	5835 Peachtree Corners E Norcross, GA 30092	678-925-8551	770-448-3918	Prime
5. Justin DeMone	Avigilon		678-343 8824		Mr.
6. Mark Anderson	Convergent	1555 Oakbrook Dr Ste 165 Norcross, GA 30092	770 605 3317		Prime
7. Ken Mettice	SDI - I-Sys	2460 Remount Rd Ste 106 North Charleston SC 29406	843-475 7498	843-554 -7622	PRIME
8. Dale Willm	Simpler Grinnell	3243 Sunset Blvd W. Col. S.C. 29169	803 476 0030	803-476 0039	TBD
9. Bill Cariota	Star Asset Security	5910 Shiloh Rd East #103 Alpharetta, GA. 30605	404-844-6617	770-234-6207	TBD
10. SCOTTIE GRAHAM	WHITE ELECTRICAL CONSTRUCTION	2305 LOUISVILLE RD SUITE 1 SAVANNAH, GA. 31415	912-238-4215	912-238-4216	TBD
11. TERRY LYNCH	CARTER BROTHERS	100 HARTSFIELD PKWY ATLANTA, GA 30032	404-972-9192	404-767-2568	TBD
12. CLARENCE FENNELL	AUGUSTA REGIONAL AIRPORT	1501 AVIATION WAY AUGUSTA REGIONAL AIRPORT AUGUSTA GA	706-298-3236		OWNER

Mandatory Pre-Bid Conference
 Bid Item #14-181
 Fiber Optic & Security Camera Upgrade Project
 For Augusta, GA – Augusta Regional Airport
 Wednesday, July 9, 2014, @ 2:00 p.m.
 PLEASE PRINT

Original-3

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. ABDUR RAZZAK	GC&E	NORCROSS, GA	470-235-3923		
2. JIM MANN	GC&E	"	770-341-4477 331	770-234- 4263	
3. ROBERT WILLIAMS	ARA	1501 AVIATION WAY AUGUSTA, GA 30906	706-796-4023		
4. KEVIN FULLER	360 Specialties	1121 Alderman Dr Alpharetta, GA	404-904-4770		
5. LEWIS STALLWORTH	Sony Security	Atlanta GA	616-366-8787		
6. MIKE HARRISON	IS3 Tech Services	Atlanta, GA	678-790-3869		
7. Johnia Simpkins	DH Security Solutions	3651 PEACHTREE PKWY SUITE E-304 SUMNER, GA 30024	678-341-9451	770 888-8195	
8.					
9.					
10.					
11.					
12.					

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August 1, 2014

Ms. Geri Sams
Director of Procurement
Augusta Richmond County
530 Greene Street
Augusta, GA 30901

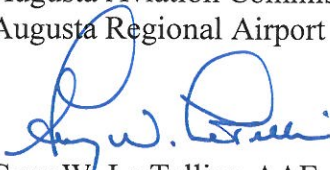
**RE: Letter of Recommendation – SDI-isys, LLC
Fiber Optic and Security Camera Upgrade Project**

Dear Ms. Sams:

We received three (3) compliant responses to the solicitation regarding the airport's Fiber Optic and Security Camera Project. SDI-isys, LLC was the apparent low bidder with a total amount of \$674,480.00. Augusta Regional Airport recommends awarding a contract to SDI-isys, LLC.

Thank you for your assistance in this process. If you have any questions or require any additional information, please do not hesitate to contact me.

Sincerely,
Augusta Aviation Commission
Augusta Regional Airport


Gary W. Le Tellier, AAE
Executive Director

C: Phyllis Mills, Quality Assurance Analyst
Nancy Williams, Procurement Bid Management Specialist
Clarence Fennell, PE

User: Mills, Phyllis

Organization:

City of Augusta, GA (Augusta Commission)

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Buyers

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number ITB-14-181-0-2014/PJM

Bid Name Fiber Optic & Security Camera Upgrade Project

1 Document(s) found for this bid

18 Planholder(s) found.

Add Planholder

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
4d Security Solutions Inc	9089221075	9088221076	1			Documents
911 Security Cameras	2143416565	2143411126	1			Documents
Automation & Security	7063994473	7065924497	1	1. Small Business		Documents
Avrio Group Surveillance Solutions	4108209334	4108204304	1			Documents
Communications Supply Corp.	9259470720	1111111111	1			Documents
DH Security Solutions	6783419451	6783419451	1			Documents
GC&E Systems Group, Inc.	6789258551	7704483918	1			Documents
isqft - MAIN ACCT	8772271680	8665708187	1			Documents
McKenney's, Inc	6784104883	6784104883	1			Documents
Morse Communications	3212598469	3212598469	1			Documents

Page 1 of 2 first | previous | **next** | lastFormat for Printing ▼ DemandStar is a product of Onvia, Inc. (c) 1997-2014. All rights reserved. | [Terms of Use](#) | [Privacy](#)

User: Mills, Phyllis Organization: City of Augusta, GA (Augusta Commission)

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number ITB-14-181-0-2014/PJM

Bid Name Fiber Optic & Security Camera Upgrade Project

1 Document(s) found for this bid

18 Planholder(s) found.

Add Planholder

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Onvia, Inc. - Content Department	2063739500	8882637801	1			Documents
Precision Contracting Services, Inc.	5617439737	5611111111	1	1. Woman Owned		Documents
Reed Construction Data	8009018687	8775633534	1			Documents
Scansource	8009442432	8646270740	1			Documents
Star Asset Security, LLC	8648011616	8648011616	1			Documents
TESSCO Technologies Incorporated	8003162830	4105270005	1			Documents
White Electrical Construction Company	9122384215	9122384216	1			Documents
xerox corporation	9545144979	9545144989	1			Documents

Page 2 of 2 [first](#) | [previous](#) | [next](#) | [last](#)Format for Printing ▼[Search](#) | [<< Return](#) | [Export to Excel](#)DemandStar is a product of [Onvia, Inc.](#) (c) 1997-2014. All rights reserved. | [Terms of Use](#) | [Privacy](#)

Bidders List

Bid Item # 14-181 Cost \$ 60.00

#	Company Name	Complete Mailing Address	Date	Spec. #	Initials	Mailed By
1	Convergint Technology ATTN: Keith Watson 1555 Oakbrook Drive Suite 165 Norcross, Georgia 30093 678.205.2109 office 404.983.2354 mobile	(#1)	17 June 2014	14-181	SLR	Sandra Robinson
2		(#1)				
3	Johnson Controls, Inc. Security & Fire Safety Solutions ATTN: Craig Cook, CPP, PSP 14 Woodcross Drive, Columbia, SC 29212 803-749-7352 Office 803-807-0514 Cell 803-781-6696 Fax	(#3)	2 July 2014	14-181	SLR	Sandra Robinson
4		(#3)				
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						

GC & E Systems Group
Attn: Mark Correll
5835 Peachtree Corners East, Suite A
Norcross, GA 30092

Ice Automation
Attn: Jim Smith
301 Monument Street
Augusta, GA 30901

Central Monitoring
Attn: Sales Department
522 Pine Avenue
Albany, Georgia 31701

Southern Alarm & Security
Attn: Sales Department
305 S. King Street
Hendersonville, NC 28792

Carter Brothers
Attn: Kenneth Cheek
100 Hartsfield Centre Pkwy Suite 100
Atlanta, GA 30354

Fire and Security Solutions
Attn: Felicia Darden
1917 Boulder Gate Drive
Ellenwood, GA 30294

Fiber Instrument Sales, Inc.
Attn: Sales Department
161 Clear Road
Oriskany, NY 13424

Tech Systems Inc
Attn: Josh Brooks
3400 Corporate Way, Suite F
Duluth, GA 30096

Summit Systems
Attn: Brian Davis
1880 Enterprise Drive
Buford, GA 30518

Security Central
Attn: Sales Department
P. O. Box 5759
Statesville, NC 28677

Convergent Technologies
Attn: Ken LaChance
1555 Oakbrook Drive, # 165
Norcross, GA 30093

OSMO Corporation
Attn: Cyrus Clay
260 Peachtree St. NW, Suite 2200
Atlanta, GA 30303

TriTek Fire & Security
Attn: Lee Lloyd
6 Woodcross Drive
Columbia, SC 29212

AFL Services
Attn: Sales Department
5854 Peachtree Corners East
Norcross, GA 30092

Security 101
Attn: Cory Hunnicutt
8601 Dunwoody Place
Suite 101
Atlanta, GA 30350

Tyco Simplex Grinnell
Attn: Mike Kauffman/Bruce Bennett
3243 Sunset Blvd.
West Columbia, SC 29169

ADT Security
Attn: Sales Department
3633 Wheeler Road
Augusta, GA 30909

Central Security
Attn: Sales Department
724 Metcalf Street
Augusta, GA 30904

Corley Systems
Attn: Perry Palmer
1140 Bush River Road
Columbia, SC 29210

CDIS Corporation
Attn: Sales Department
407 Industry Drive
Hampton, VA 23661

Optellios, Inc
Attn: Sales Department
11 Penns Trail, Suite 300
Newtown, PA 18940

Yvonne Gentry
LSB Office
2nd Floor

Gary LeTellier
Augusta Regional Airport

Clarence Fennell
Augusta Regional Airport

Bid Item 14-181
Rehabilitate Air Carrier & General
Aviation Apron
For Augusta Regional Airport
Mailed Out June 12, 2014

Bid Item 14-181
Fiber Optic & Security Camera
Upgrade Project
For Augusta Regional Airport
Bid Due: Fri. 07/25/14 @ 11:00 A.M.



**Public Service Committee Meeting
10/13/2014 1:00 PM
FIBER OPTIC AND SECURITY CAMERA UPGRADE PROJECT**

Department: Augusta Regional Airport

Caption: Approve the contract between the Augusta Regional Airport and SDI-I-SYS as approved by the Augusta Aviation Commission at their September 25, 2014 Meeting.

Background: The County Procurement issued a Request for Bids for a contractor to perform the tasks required by the design documents. As a result, three (3) bids were recieved with SDI-I-SYS being low bidder.

Analysis: The Augusta Commission approved entering into contract with SDI-I-SYS at their September 2, 2014 Meeting.

Financial Impact: \$674,480.00.

Alternatives: Deny Request.

Recommendation: Approve the contract between Augusta Regional Airport and SDI-I-SYS for the

**Funds are Available
in the Following
Accounts:** 551081302-5421110

REVIEWED AND APPROVED BY:

**Finance.
Procurement.
Law.
Administrator.
Clerk of Commission**

CONTRACT FOR CONSTRUCTION OF AIRPORT

AIRPORT PROJECT NO. AP015-9000-49(245)
PID - T005225

RICHMOND COUNTY

****LIMITED PARTICIPATION****

STATE OF GEORGIA

**** DO NOT UNSTAPLE THIS BOOKLET...**

ENTER ALL REQUIRED INFORMATION

FULTON COUNTY

EITHER BY HAND OR STAMP.

THIS AGREEMENT made and entered into this the ____ day of _____, 2014, by and between the DEPARTMENT OF TRANSPORTATION OF GEORGIA, party of the first part (hereinafter called "DEPARTMENT"), and the UNIFIED GOVERNMENT OF AUGUSTA-RICHMOND COUNTY(hereinafter called "SPONSOR"), who have been duly authorized to execute this Agreement.

WITNESSETH:

WHEREAS, the DEPARTMENT and the SPONSOR desire the construction of certain work at a certain airport, and the SPONSOR agrees to contract for all the materials and to perform all work and labor for said purpose, the Project being more particularly described as follows:

Install Airport Security Equipment, Design and Bid New Electrical Vault and Conduct Environmental Assessment at Augusta Regional at Bush Field in Augusta, GA

Now, therefore, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

(1) The work and materials shall be in strict and entire conformity with the provisions of this contract and the plans on Airport Project No. T005225/AP015-9000-49(245) RICHMOND, prepared (or approved) by the Georgia Department of Transportation and in accordance with the Standard Specifications, 2001 Edition, and the Supplemental Specifications and Special Provisions contained in Attachment A, which are hereby made a part of this Agreement as fully and to be the same effect as if the same had been set forth at length in the body of this Agreement, and the Federal Aviation Administration's Standards for Specifying Construction of Airports, dated February 17, 1989.

The original plans and specifications are on file at the Office of the Georgia Department of Transportation in Atlanta, Georgia and said plans and specifications are hereby made a part of this Agreement as fully and to be same effect as if the same had been set forth at length in the body of this Agreement.

(2) At the time of execution of this Agreement, the SPONSOR agrees to furnish to the DEPARTMENT, at the expense of the SPONSOR, a complete set of plans and specifications for said project, and to furnish to said DEPARTMENT from time to time on demand by the DEPARTMENT to the SPONSOR all revisions of said plans and specifications.

(3) This contract is accepted with the express understanding that no person, firm, corporation or governmental agency can increase the liability of the DEPARTMENT in connection herewith, except under written agreement with the DEPARTMENT.

(4) The DEPARTMENT and the SPONSOR agree that the cost of this Project shall be as follows:

The total estimated cost of the Project is NINE HUNDRED FIFTY-FIVE THOUSAND TWENTY-THREE and 26/100 Dollars (\$955,023.26). The total estimated cost of the Project as described herein is shown on the Summary of Construction Items in Exhibit A, which is hereby made a part of this Agreement as fully and to be the same effect as if the same had been set forth at length in the body of this Agreement.

It is further agreed that the DEPARTMENT'S obligation will include state funds in the amount of FORTY-SEVEN THOUSAND SEVEN HUNDRED FIFTY-ONE and 00/100 Dollars (\$47,751.00) for the Project as summarized in Exhibit A. It is further agreed that the maximum amount the DEPARTMENT shall be obligated to pay is the total amount of the state share of the project which is \$47,751.00. However, if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A, the DEPARTMENT shall be obligated to pay 5% of the actual Project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in the Summary of Construction Items (Exhibit A), whichever is less. It is further understood the SPONSOR'S local share of the project is in the amount of FORTY-SEVEN THOUSAND SEVEN HUNDRED FIFTY-ONE and 26/100 Dollars (\$47,751.26) and the SPONSOR will receive the federal share of the project in the amount of EIGHT HUNDRED FIFTY-NINE THOUSAND FIVE HUNDRED TWENTY-ONE and 00/100 Dollars (\$859,521.00). directly from the Federal Aviation Administration (FAA).

It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs will be the sole responsibility of the SPONSOR.

It is further understood and agreed that any line item in the Summary of Construction Items as shown in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this agreement is not changed.

Payments by the DEPARTMENT shall be made upon the submission of monthly work progress statements. The payments by the DEPARTMENT for the work completed, as evidenced by the monthly statements, shall be on a prorated basis. These monthly payments will be made in the amount of sums earned less all previous partial payments. Any amounts held by the SPONSOR as retainage will not be paid by the DEPARTMENT until such retainage is paid by the SPONSOR.

Upon completion of the project, the DEPARTMENT will pay the SPONSOR a sum equal to one hundred percent (100%) of the DEPARTMENT'S share of the compensation set forth herein less the total of all previous partial payments made, or in the process of payment.

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of their proposal and shall make such material available at all reasonable times during the period of the Contract, and for three years from the date of final payment under the Contract, for inspection by the Department and copies thereof shall be furnished if requested.

(5) The work shall be done in accordance with the Laws of the State of Georgia and to the satisfaction of the DEPARTMENT. It is further agreed that the SPONSOR shall comply and shall require its subcontractors to comply with the "TERMS AND CONDITIONS OF ACCEPTING AIRPORT IMPROVEMENT PROGRAM GRANTS," dated April 3, 2014. A copy of the compliance document is available from the DEPARTMENT's Aviation Programs office or the Atlanta Airports District Office of the Federal Aviation Administration. All construction on this project shall be in accordance and compliance with the 2001 Edition of the Standard Specifications, of the DEPARTMENT, the Supplemental Specifications and Special Provisions included in Attachment A and made a part of this contract and the Standards for Specifying Construction of Airports, dated February 17, 1989, Federal Aviation Administration, hereinafter jointly referred to as the "STANDARDS." The DEPARTMENT reserves the right to refuse payment on any monthly statement presented for work which does not comply with the STANDARDS. The DEPARTMENT reserves the right to withhold the final payment until the project is completed to the DEPARTMENT'S satisfaction and complies with the STANDARDS. The decision of the Chief Engineer upon any question connected with the execution or fulfillment of this Agreement shall be final and conclusive.

(6) The SPONSOR further covenants that it is the owner of fee simple title to the land whereon the actual construction of said project is performed, as evidenced by Certificate of Title heretofore furnished to DEPARTMENT.

(7) It is further understood and agreed that no money derived from motor fuel taxes shall be expended for this project and that for the purposes of this contract a specific allotment of funds has been made, from sources other than motor fuel taxes.

(8) To the extent allowed by law, the SPONSOR hereby agrees to defend any and all suits, if any should arise as a result of said project, at the entire expense of said SPONSOR, and to pay from the funds of said SPONSOR any and all settlements or judgments that may be made or had under or as a result of such suits.

(9) To the extent allowed by law, the SPONSOR further agrees to save harmless the DEPARTMENT from any and all claims for any damages whatsoever that may arise prior to or during construction of the work to be done under said project and this contract, or as a result of said construction work whether said damages arise as a result of the actual construction work or from change of grade, change of location, drainage, loss of access, loss of ingress and egress, torts, or any other cause whatsoever; it being the intention of this Agreement to save harmless the DEPARTMENT from any claim that could or may arise as a result of construction of said project.

(10) The SPONSOR further agrees that, at its own cost and expense, it will maintain said project in a manner satisfactory to the DEPARTMENT and said SPONSOR will make provisions each year for such maintenance.

(11) It is agreed by the SPONSOR that time is of the essence in the completion of this project and that the obligation of the DEPARTMENT is made in the interest and for the public welfare. Therefore, the SPONSOR shall perform its responsibilities for the project until the maximum allowable cost to the Department is reached or until SEPTEMBER 30, 2016, whichever comes first.

(12) SERVICE DELIVERY STRATEGY CERTIFICATION: By execution of this contract, the SPONSOR certifies, under penalty of law, that the UNIFIED GOVERNMENT OF AUGUSTA RICHMOND COUNTY is in compliance with the Service Delivery Strategy Law (House Bill 489) and is not debarred from receiving financial assistance from the State of Georgia. Also, the SPONSOR certifies that the funds to be use on the project are consistent with applicable Service Delivery Strategy.

(13) For land purchased for airport development purposes, the SPONSOR will, when the land is no longer needed for airport purposes, dispose of such land and make available to the DEPARTMENT an amount equal to the DEPARTMENT's original monetary participation in the land purchase. Land shall be considered to be needed for airport purposes under this provision if (a) it may be needed for aeronautical purposes (including runway protection zones) and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport.

(14) In accordance with the provisions of Section 36-81-7 of the Official Code of Georgia Annotated, the SPONSOR will provide certification of compliance with state audit requirements as described in Exhibit B which is hereby made a part of this Agreement as if fully set out herein.

(15) In accordance with the provisions of Section 13-10-91 of the Official Code of Georgia Annotated, the SPONSOR will provide certification of compliance with the Georgia Security and Immigration Compliance Act as described in Exhibit C which is hereby made a part of this Agreement as if fully set out herein.

IN WITNESS WHEREOF, the DEPARTMENT has caused these presents to be executed by the COMMISSIONER of said DEPARTMENT, who has been duly authorized, and by the MAYOR of the UNIFIED GOVERNMENT OF AUGUSTA-RICHMOND COUNTY, who has been duly authorized by the UNIFIED GOVERNMENT OF AUGUSTA RICHMOND COUNTY, who have hereto set their hands this day and year hereafter written.

DEPARTMENT OF TRANSPORTATION BY:

Commissioner (SEAL)

ATTEST: _____
Treasurer

Executed on behalf of

UNIFIED GOVERNMENT OF AUGUSTA-RICHMOND
COUNTY

This the _____ day
of _____, 2014

MAYOR

PRINTED NAME

WITNESS FOR:

UNIFIED GOVERNMENT OF AUGUSTA-RICHMOND
COUNTY

This contract approved by

UNIFIED GOVERNMENT OF AUGUSTA-RICHMOND
COUNTY

at a meeting held at:

This the _____ day
of _____, 2014.

Clerk

Federal ID/IRS #

AUGUSTA REGIONAL AT BUSH FIELD
Augusta, GA

SUMMARY OF CONSTRUCTION ITEMS

EXHIBIT A

GDOT PROJECT NUMBER: AP015-9000-49(245) Richmond
PID - T005225

Install Airport Security Equipment, Design and Bid New Electrical Vault and Conduct EA

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	LIMITED PARTICIPATION PROJECT. THE AMOUNT SHALL NOT EXCEED \$47,753.00 OR 5.0%, WHICHEVER IS LESS OF THE ACTUAL COST OF \$955,023.26 Construct Airport Security Equipment, Design Bid New Electrical Vault - LIMITED PARTICIPATION	EA	47,751	\$ 1.00	\$ 47,751.00
	TOTAL PROJECT COST				\$ 47,751.00

				<u>Fund Source</u>
TOTAL MAXIMUM OBLIGATION OF STATE FUNDS THIS CONTRACT		\$ 47,751.00	FY15 STATE	01151

**AUGUSTA REGIONAL AT BUSH FIELD
Augusta, GA**

SUMMARY OF CONSTRUCTION ITEMS

EXHIBIT A

**GDOT PROJECT NUMBER: AP015-9000-49(245) Richmond
PID - T005225**

Install Airport Security Equipment, Design and Bid New Electrical Vault and Conduct EA

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	GDOT FUNDS	%
1	Construct Airport Security Equipment	LS	1	\$674,480.00	\$674,480.00	\$33,724.00	5.0%
2	Construction Administration Airport Security Equipment	EA	21,713.25	\$1.00	\$21,713.25	\$1,085.50	5.0%
3	Resident Inspection Airport Security Equipment	EA	28,710.00	\$1.00	\$28,710.00	\$1,435.50	5.0%
4	Electrical Systems Audit for Airfield Lighting Circuits	EA	25,033.14	\$1.00	\$25,033.14	\$1,251.66	5.0%
5	Design New Electrical Vault	EA	70,308.28	\$1.00	\$70,308.28	\$3,515.41	5.0%
6	Bidding New Electrical Vault	EA	7,011.46	\$1.00	\$7,011.46	\$350.57	5.0%
7	Survey New Electrical Vault	EA	3,875.00	\$1.00	\$3,875.00	\$193.75	5.0%
8	Geotechnical New Electrical Vault	EA	16,517.50	\$1.00	\$16,517.50	\$825.88	5.0%
9	DBE Plan	EA	7,501.08	\$1.00	\$7,501.08	\$375.05	5.0%
10	EA Airfield Development East of Runway 17/35	SF	99,874	\$1.00	\$99,873.55	\$4,993.68	5.0%
	TOTAL PROJECT COST				\$955,023.26	\$47,751.00	

**Augusta Regional at Bush Field
Augusta, GA**

Exhibit A-1

Scope of Work

**GDOT Project No: AP015-9000-49(245) Richmond
PID- T005225**

Environmental Assessment

INTRODUCTION

An environmental assessment (EA) of the proposed improvements associated with the East Side Development will be conducted by the Unified Government of Augusta-Richmond County. All required environmental documentation for the proposed development will be accomplished in accordance with the National Environmental Policy Act (NEPA) of 1969, 40 CFR Parts 1500 – 1508 Council on Environmental Quality (CEQ), Federal Aviation Administration (FAA) National Environmental Policy Act Implementing Instructions for Airport Actions Order 5050.4B and Environmental Impacts: Policies and Procedures FAA Order 1050.1E.

The purpose of this EA is to identify any key environmental issues that may subsequently become factors in the feasibility of the proposed development at the Augusta Regional Airport.

The Environmental Assessment (EA) will provide a detailed accounting of all impacts associated with the proposed project or action. The document found in the EA serves as a basis for recommending the issuance of a Finding of No Significant Impact (FONSI). The EA will address the proposed actions and alternative impacts on the affected environmental resources. Specifically, it will identify the purpose and need for the proposed action; define the proposed action; detail the reasonable alternatives considered, including the no action alternative; describe the affected environment of the airport property and surrounding areas; provide a discussion of the environmental consequences of the proposed action and reasonable alternatives; if deemed necessary, identify any mitigation measures; provide for consultation with state and federal agencies, other organizations and interested parties; and provide the opportunity for public hearing. The following is a brief description of the anticipated key elements that will be conducted by the Unified Government of Augusta-Richmond County:

ELEMENTS OF WORK

- Element 1 - Purpose and Need: The proposed project will be described, including its purpose and the public need for the project. Available operational information and forecasts will be utilized in this section. An 8.5 by 11 copy of the most recently approved Airport Layout Plan will be included.

- Element 2 - Alternatives Analysis: A comparative review of the viable alternatives and a no-build alternative will be provided. This section will also provide the reasoning for choosing the proposed project.
- Element 3 - Affected Environment: Environmental inventory will be prepared for each impact category to describe the environmental setting. This will serve as the background for preparation of the Environmental Consequences element.
- Element 4 - Environmental Consequences: The EA will address the consequences of the project impact on the following twenty one (21) environmental categories: (1) air quality, (2) biotic communities, (3) coastal resources, (4) construction, (5) cultural resources (historic and archaeological), (6) cumulative and direct impacts, (7) energy supply and natural resources, (8) farm land, (9) floodplains, (10) hazardous materials, (11) induced socioeconomic effects, (12) land use, (13) light emissions, (14) noise, (15) protected species, (16) section 4(f) lands/USC 303(c), (17) social impacts/environmental justice, (18) solid waste, (19) water quality, (20) waters of the US (wetlands, streams and ponds), (21) wild and scenic rivers.
- Element 5 - Agency Coordination and Meetings: This element includes early coordination, agency review, public review, public hearing (if requested), response to comments and any necessary agency/GDOT coordination meetings. If a public hearing is requested, one person representing the environmental review will attend.
- Element 6 - Document Preparation: One (1) copy of the draft EA will be provided to the Georgia Department of Transportation (GDOT) for review and comment. A revised version of the Draft EA will then be resubmitted to GDOT for review and release to send the EA through agency review as well as advertise a Notice of Opportunity for public hearing. A final EA will be prepared after agency review and the 30 day notice for the opportunity of a public hearing has past. This Final EA will incorporate agency comments and provide appropriate responses. One (1) copy of the Final EA will be submitted to GDOT for review and concurrence. The Final EA will be revised as necessary and resubmitted to GDOT. Additionally the Department will require a signed electronic copy of the final EA document in pdf format.

EXHIBIT B

CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am a principle and duly authorized representative of _____ whose address is _____, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$175,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures less than \$175,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

Date

Signature

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: Unified Government of Augusta-Richmond

Contract No. and Name: T005225-AP015-9000-49(245) Richmond

Install Airport Security Equipment Design and Bid New Electrical

Vault and Conduct Environmental Assessment

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

E-Verify / Company Identification Number

Signature of Authorized Officer or Agent

Date of Authorization

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 201__

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

Department of Transportation
State of Georgia

September 17, 2014

SPECIAL PROVISIONS

AIRPORT PROJECT NO. T005225/AP015-9000-49(245) RICHMOND

Install Airport Security Equipment, Design and Bid New Electrical Vault and Conduct
Environmental Assessment at the Augusta Regional at Bush Field in Augusta, GA

S.P. CODE	SPECIAL PROVISIONS DESCRIPTION
107-1-01-SP	Legal Regulations and Responsibility to the Public
108-1-01-SP	Prosecution and Progress
109-1-01-SP	Measurement and Payment

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

(For State Aid Contracts Only)

Section 107—Legal Regulations and Responsibility to the Public

Delete Subsection 107.23.A and substitute the following:

107.23 Environmental Considerations

All environmental considerations and clearances shall be the responsibility of the County or municipality to meet, including the requirements of Section 404 of the Clean Water Act (33 USC 1344).

After July 1, 1991, State funded projects must comply with the requirements of Chapter 16 of Title 12 of the Official Code of Georgia Annotated, the Georgia Environmental Policy Act (GEPA), of 1991. In compliance with GEPA, those projects for which Federal funding is sought, and NEPA compliance is accomplished, are exempt from the requirements of GEPA.

GEPA requires that environmental documentation be accomplished for County or City projects if more than 50 percent of the total project cost is funded by a grant of a State Agency or a grant of more than \$250,000.00 is made by the State Agency to the municipality or County. The “responsible official of the government agency shall determine if a proposed governmental action is a proposed governmental action which may significantly adversely affect the quality of the environment.”

A. The Following Projects Would Not Significantly Adversely Affect The Quality Of The Environment:

Non-land disturbing activities and minor land disturbing activities that would not be anticipated to significantly affect the quality of the environment include the following list. These types of projects funded with state money would not be subject to environmental assessment of any kind. Hearing procedures outline in GEPA would not be applicable.

1. Minor roadway and non-historic bridge projects.
 - a. Modernization of an existing highway by resurfacing, restoration, rehabilitation, adding shoulders, widening a single lane or less in each direction and the addition of a median within previously disturbed existing right-of-way.
 - b. Adding auxiliary lanes for localized purposes (weaving, climbing, speed changes, etc.) and correcting substandard curves and intersections within previously disturbed existing right-of-way.
 - c. Non-historic bridge replacement projects in existing alignment with no detour bridge.
2. Lighting, signing, pavement marking, signalization, freeway surveillance and control systems, and railroad protective devices.
3. Safety projects such as grooving, glazed screen, safety barriers, energy attenuators, median barriers, etc.
4. Highway landscaping and landscaping modification, rest area projects and truck weigh stations within previously disturbed existing right-of-way.
5. Construction of bus shelters and bays within existing right-of-way.
6. Temporary replacement of a highway facility that is commenced immediately after the occurrence of a natural disaster or catastrophic failure to restore the highway for the health, welfare, and safety of the public.

B. The Following Projects May Not Significantly Adversely Affect The Quality Of The Environment:

For projects that will cause land disturbance and for which there is no anticipation that the project may significantly adversely affect the quality of the environment, certain studies will be undertaken. These studies would serve to document whether or not the County or municipality should anticipate that a project might significantly adversely affect the quality of the environment. Documentation of the studies will be accomplished through the use of the “GEPA Investigation Studies” checklist.

The types of projects that would fall under the category, would include:

1. Bridge replacement projects on new location or with a detour bridge, where there are no significant adverse impacts to historic or archaeological resources, no involvement with Federally listed threatened and endangered species and no significant adverse impact to wetlands.
2. Passing lanes, median additions and widening projects, where there are no significant adverse impacts to historic or archaeological resources, no involvement with Federally listed threatened and endangered species and no significant adverse impact to wetlands.
3. Safety and intersection improvements where there are no significant adverse impacts to historic or archaeological resources, no involvement with Federally listed threatened and endangered species and no significant adverse impact to wetlands.
4. Rest area projects and truck weigh stations with no purchase of additional right-of-way.
5. New location projects where there are no significant adverse impacts to historic or archaeological resources, no involvement with Federally listed threatened and endangered species and no significant adverse impact to wetlands.

If studies demonstrate that the project will not significantly adversely affect the quality of the environment, project files will be documented. If studies demonstrate that the project may significantly adversely affect the quality of the environment, development of an environmental effects report (EER) will be undertaken along with full GEPA compliance.

C. The Following Projects May Significantly Adversely Affect The Quality Of The Environment:

This category of projects may include major widening and new location projects. If such projects result in a significant adverse effect, an EER shall be prepared.

D. EER Procedure:

GEPA calls for consideration of the “cumulative effect of the proposed government actions on the environment.....if a series of proposed government actions are related either geographically or as logical parts in a chain of contemplated actions.” Therefore, EER’s for sections of roadways to be widened or built as new location facilities will include all projects that are connected geographically or as logical parts in a chain of contemplated actions.

1. During preparation of an environmental effect report, the County or Municipality will consult with and solicit comments from agencies that have jurisdiction by law, special expertise, or other interest with respect to environmental impacts.
2. In compliance with GEPA the following shall be contained in the EER, at a minimum:
 - a. Cover sheet;
 - b. Executive summary;
 - c. Alternatives, including the no-build;
 - d. Relevant environmental setting; Geology, soils, water supply and wetlands, floral fauna, archaeology/history, economic environment, energy, cultural resources;
 - e. The environmental impact of the proposed action of the relevant setting and mitigation measures proposed to avoid or minimize adverse impact;
 - f. Unavoidable adverse environmental effects;
 - g. Value of short-term uses of the environment and maintenance and enhancement of its long-term value;
 - h. Beneficial aspects, both long term and short term and its economic advantages and disadvantages;
 - i. Comments of agencies which have jurisdiction by law, special expertise, or other interest with respect to any environmental impact or resource;

3. At least 45 days prior to making a decision as to whether to proceed with the undertaking, publish in the “legal organ of each County in which the proposed governmental action or any part thereof is to occur, notice that an environmental effects report has been prepared”.
4. The County or Municipality shall send a copy of the EER and all other comments to the Director, EPD.
5. The County or municipality shall make the document available to the public and agencies, upon request.
6. A public hearing will be held in each affected county if at least 100 residents of the State of Georgia request on within 30 days of publication in the legal organ of an affected County. The responsible official or his designee may hold a public hearing if less than 100 requests are received. (The county or municipality is not relieved of other State legal requirements of public hearings, however.)
7. Following the public notice period and/or public hearing, a summary of the document, comments received and recommendation as to whether to proceed with the action as originally prepared, to proceed with changes, or not to proceed will be prepared (Notice of Decision).
8. This decision document, when signed by the responsible official, will be sent to the director, EPD, and an abbreviated notice of the decision will be published in the legal organ of each County in which the proposed governmental action or any part thereof is to occur.

Any mitigation measures identified in the EER will be incorporated into the final project plans.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 108—Prosecution and Progress

Retain Subsection 108.03 except as modified below:

For this Project, the Progress Schedule required by Subsection 108.03 need not be submitted.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

**Section 109—Measurement & Payment
(City/County Contracts)**

Delete the first sentence of Subsection 109.07.A, paragraph one, and substitute the following:

- A. General: On the tenth day of each calendar month, the total value of Items complete in place will be estimated by the Engineer and certified for payment.



**Public Service Committee Meeting
10/13/2014 1:00 PM
Georgia Department of Transportation (GDOT) Grant**

Department: Augusta Regional Airport

Caption: Accept the Georgia Department of Transportation (GDOT) Grant in the amount of \$47,751.00 for various projects as accepted by the Augusta Aviation Commission at their September 25, 2014 Meeting.

Background: The Augusta Regional Airport applied for a grant from the Georgia Department of Transportation to assist with the cost of the projects listed below. Environmental Assessment for Airfield Development East of Runway 17/35 Airport Security Improvements Construction Mr. Mayor: Please join me in the Pledge. New Airfield Electrical Vault and Electrical System Audits for Airfield Lighting Circuits Design The total estimated cost of the proposed Projects is Nine Hundred Fifty-Five Thousand Twenty-Three and 26/100 Dollars (\$955,023.26). GDOT has agreed to provide a Grant in the amount of \$47,751.00 for the Projects.

Analysis: The GDOT has agreed to fund 5% of the total cost of the projects.

Financial Impact: \$47,751.00

Alternatives: Deny

Recommendation: Accept the GDOT Grant in the amount of \$47,751.00

Funds are Available in the Following Accounts: 551-08-1301/5412110

REVIEWED AND APPROVED BY:

Finance.

Law.
Administrator.
Clerk of Commission



Public Service Committee Meeting Commission Chamber - 9/29/2014

ATTENDANCE:

Present: Hons. Smith, Chairman; Williams, Vice Chairman; Johnson and Guilfoyle, members.

Absent: Hon. Deke Copenhaver, Mayor.

PUBLIC SERVICES

1. New Ownership Application: A. N. 14-35: A request by Balvantrai Mistry for a retail package Beer & Wine License to be used in connection with Gate Two Mini Mart located at 2985 Gordon Hwy. District 3. Super District 10. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Wayne Guilfoyle	Marion Williams	Passes

2. New Ownership Application: A.N. 14 - 36: A request by Manishaben Patel for retail package Beer & Wine License to be used in connection with AM-PM Convenience Store located at 2262 Rosier Rd. District 6. Super District 10. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Wayne Guilfoyle	Marion Williams	Passes

3. Discuss the possibility of the city tearing down houses as opposed to contracting out the work out. (Requested by Commissioner Fennoy) **Item Action:**

Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve receiving this item as information. Motion Passes 4-0.	Commissioner Corey Johnson	Commissioner Wayne Guilfoyle	Passes

4. Approve extending the lease with the US Navy for the Naval Reserve Center on Central Avenue through June 2015. Lease payments are \$1 per year; Augusta has no financial or maintenance obligations under this lease. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Corey Johnson	Commissioner Wayne Guilfoyle	Passes

5. Motion to approve the minutes of the Public Services Committee held on August 25, 2014. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Corey Johnson	Commissioner Wayne Guilfoyle	Passes

6. Motion to approve Bid Item 14-199, New Floating Dock System, to Connect-A-Dock in the amount of \$42,552. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve.	Commissioner	Commissioner	Passes

Motion Passes Corey Johnson Wayne Guilfoyle
4-0.

7. Update from the Interim Administrator regarding Clerk of Commission's Office Space. (Referred from September 16 Commission meeting) **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve receiving this item as information. Motion Passes 4-0.	Commissioner Corey Johnson	Commissioner Wayne Guilfoyle	Passes

8. Discuss Transit Ft. Gordon Route 10 proposal for six month pilot project. (Requested by the Interim Administrator) **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Unanimous consent is given to add this item to the agenda.			

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve proceeding with holding three public hearings regarding the establishment of the pilot program and come back to the Commission on October 21 for final approval of the program. Motion Passes 4-0.	Commissioner Wayne Guilfoyle	Commissioner Corey Johnson	Passes



**Public Service Committee Meeting
10/13/2014 1:00 PM
Minutes**

Department: Clerk of Commission

Caption: Motion to approve the minutes of the Public Services Committee held on September 29, 2014.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are Available
in the Following
Accounts:**

REVIEWED AND APPROVED BY:
